

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 685
(Full Time Faculty)**

and

Algoma University Board of Governors

DURATION: July 1, 2016 – June 30, 2020



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ARTICLE 1: DEFINITIONS

1:01 Except as otherwise expressed in this agreement

Academic Staff

Means faculty and professional librarian members of the bargaining unit

Academic Year

Means the 12-month period commencing on the 1st day of July and ending on the 30th day of the following June

Agreement

Means this Collective Agreement between the Union and the University

Algoma University

Means Algoma University as named in Bill 80 (2008)

Algoma University Research Fund (AURF)

Means monies from University related research funds

Bargaining Unit

Means the unit defined in the decision of the Ontario Labour Relations Board dated March 24, 1976, and any amendments thereto.

Board of Governors

Means the Board of Governors of Algoma University as established by Bill 80 (2008)

Complaint

Means a disagreement which may lead to a grievance

Conflict of Interest

Means a conflict between an Algoma University employee's personal or business interests and activities and his or her duties, obligations and responsibilities as an Algoma University employee and includes actual, perceived or potential conflicts where an individual stands to benefit from a decision being made with respect to a person who is a member of the individual's immediate family.

Course Syllabus

Means a document containing full information on grading policies, evaluation methods and applicable attendance requirements in accordance with the rules and regulations set out in the academic calendar, as well as learning outcomes and any other material required to assist students in meeting the course objectives.

University

Means Algoma University

Days

Means calendar days

Dean

Means the Academic Administrator appointed by Senate

Distance Education / Course

Includes but is not limited to courses which are taught by correspondence, teleconferencing, videoconferencing, and the Internet. Distance courses do not include courses that are taught in person, whether they are taught off campus or off site

Faculty Chair

Means the Chair of one of the academic divisions of the University

Employer

The Board of Governors of Algoma University

External Advisor

Means a contracted professional required for specific services on a limited basis.

Faculty Grievance Officer

Means a Member representing the Union on the Grievance Committee.

Full-Time Faculty Member

Means academic employees appointed through tenured, probationary or limited-term appointments.

Grievance

Means a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of this collective agreement

Grievor

Means the University or the Union which initiates a grievance on behalf of a member or group of members or itself

Individual Grievance

Means a grievance initiated by the Union on behalf of an individual member

Group Grievance

Means a grievance initiated by the Union behalf of a group of members

Policy Grievance

Means a grievance initiated by the Union which may involve a matter of general policy or of general application of the collective agreement

University Grievance

Means a grievance initiated by the university which may involve a matter of general policy or of general application of the Collective Agreement.

Immediate Family

Means a spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, son, daughter, stepson, stepdaughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian

Members Ranks

Lecturer

Assistant Professor

Associate Professor

Full Professor

the faculty member ranks

General Librarian

Assistant Librarian

Associate Librarian

Full Librarian

the librarian member ranks

Instructional Year

Means the year commencing May 1 through to April 30 of the following year

Learning Outcomes

Means what the student will have learned or achieved in the course.

Teaching Locations:

Primary

Means teaching at the location to which the member usually reports for work and where the member's faculty office is located.

Local

Means teaching within a fifty (50) kilometre radius from the primary campus within the city limits where your Primary campus is located.

Off-Site

Means teaching outside the radius of "local" teaching.

Medical File

Means all medical records pertaining to members, which are to be stored in a separate and locked file in the Human Resources Office.

Member

Means each member of the bargaining unit, including both teaching faculty and academic librarians

Normal Salary

Means a member's salary exclusive of overload, stipend(s) for administrative duties, and travel-time allowance(s)

Normally

Means the reference to common practice of the University but considers exceptions in extenuating circumstances

Parties

Means the parties to this Agreement, namely the Union and the Board of Governors of Algoma University

Personnel File

Means one official file for each faculty member hereinafter referred to as the personnel file. (See Article 22 for details) This official file shall be the only file used in decisions respecting any and all terms and conditions of employment of a member.

President

Means the Chief Executive Officer of the University

Reading Course

A reading course is individual instruction on a case-by-case basis

Research Chair

Means a member of Academic Staff appointed through tenure, probationary or limited-term appointment whose teaching load is reduced to reflect an increased emphasis on research.

Sabbaticant

Means a member on sabbatical leave

Vice-President Academic

Means the Chief Academic Officer of the University

Vice-President Administration and Finance

Means the Chief Financial Officer of the University

Written or Writing

Includes typewritten, printed, photocopied, or electronic documents.

ARTICLE 2: PREAMBLE

- 2:01 The parties recognize that the goal of the University is the attainment of the highest possible standards of academic excellence in the pursuit and dissemination of knowledge, to be achieved principally through teaching, scholarship/research and community service. The parties agree to cooperate in the promotion and enhancement of the University and to encourage a climate of freedom, responsibility and mutual respect in the pursuit of these goals. It is the purpose of this Collective Agreement to foster harmonious relations within the University community and to provide an amicable means for settling differences which may arise from time to time between the employer and the employees in the bargaining unit. The Union and the Board of Governors shall ensure that all concerned are fully aware of the terms and conditions of this Agreement. The Union shall instruct its members that they are expected to abide by the terms of this Agreement and the policies of the University as provided in writing by Administration. The Board of Governors shall instruct its representatives that they must be familiar with the terms and policies and are expected to abide by them.
- 2:02 Algoma University is a teaching-oriented institution that sees research and scholarship as a fundamental support for excellent teaching. All Algoma University degree granting programs and modifications of such programs delivered on or off campus shall fall under the authority of the Algoma University Senate.
- 2:03 Teaching, at all levels, is the primary activity of the University. For purposes of this article, "teaching" includes activities performed by members of the bargaining unit either in a studio, classroom or laboratory, through correspondence, through distance education, directed reading, or through the use of technologically assisted instruction. Teaching is primarily a commitment to formal instruction, but includes every way in which a professor has influence upon students – by mentoring, advising, encouraging, curriculum development. It also involves day-to-day participation in the intellectual, cultural, social and recreational environment of the campus.

It must be recognized that research and scholarship are a fundamental support for excellent teaching. It is somewhat artificial to separate research, scholarship and teaching totally one from the other.

- 2:04 Research and scholarship are mainly assessed by evidence of active ongoing engagement in the advancement of knowledge. Such ongoing engagement may be measured by the quality of published work and by achievement in the competitions of national granting agencies. Distinguished performance in the arts or in literature falls within this category, as does distinguished intellectual work in one's professional field.

In what follows "scholarship" and "research" are illustratively but not exclusively defined. "Scholarship" should be understood to include editorial and refereeing duties; papers delivered at professional meetings; the publication of texts and other such expository works in the preparation of substantial and innovative syllabi for new programs or courses not habitually taught in Canadian universities; digital scholarship - the development of websites, software, hardware or equipment as teaching aids; scholarly contributions to pedagogy including the scholarship of teaching; creative works such as writing, the production of artwork in other media, and performance, when that work is published or otherwise presented to the public (e.g. in performance); shows, exhibitions, commissioned works and curatorial activities; conducting studies and research for university institutes and for professional and community organizations; obtaining additional advanced degrees or professional designations.

"Research" includes work which creates new knowledge in a particular field or fields. Evidence of research may include the publication of books, case studies, monographs and contributions to edited books or papers in refereed journals. Both Faculty and Professional Librarians participate in research and scholarly activities.

- 2:05 Service includes a Faculty member's degree of constructive participation in the academic affairs of the university and in programs supporting the academic community. Service to the wider community takes into account scholarly or professional contributions and serving the wider community as experts or consultants.

2:06 Professional Librarians

A Professional librarian holds an academic appointment within the University that encompasses the academic and professional responsibilities of Librarians as defined in this Article.

- 2:07 The duties and responsibilities of a professional librarian shall be an appropriate combination of Professional Practice of Academic Librarianship; scholarship: research, study, professional development, scholarly and creative activities; and, service: University service and academic or professional service. Professional librarians shall have a year-round involvement in the work of the University, exclusive of vacation, reduced workload agreements, and approved leaves.

2:08 Professional Practice of Academic Librarianship

The Professional Practice of Academic Librarianship is normally defined as one or more of the following activities: the development, management and evaluation of information resource collectives; provision of subject-specialized and general reference services; appraisal, acquisition, bibliographic control, storage, preservation and conservation of information resources and collections; management of human and material library resources, including administrative or managerial performance for those Librarian Members holding administrative appointments; development, implementation and management of information systems designed to enable access to library services and resources, build digital collections, and facilitate scholarly communication; provision of information literacy and curriculum support including programming, collaboration, instruction and teaching; Faculty outreach and liaison, including participation in research and support for scholarly communication; and evaluation, measurement and analysis of user needs and library services and resources; research services, extension, and other activities related to programs under contract to the University; participation in consortial bodies; and any other function performed by professional librarians.

2:09 Librarian Scholarship

A professional librarian member has responsibilities in the area of Library and Information Science or subject specialization scholarship, research, study, professional development, scholarly and creative activities, hereinafter referred to as "Scholarship," which may include the creation of new knowledge, understandings or concepts; the creative application of existing knowledge; the organization and synthesis of existing knowledge; the pursuit of knowledge through formal study and/or pursuit of further academic credentials related to the academic and professional responsibilities of Librarians; creative expression; and professional development through the planning, implementation, and/or participation in workshops, conferences, coursework, or professional exchange or other educational programs.

2:10 Librarian Service

Professional librarians have the right and responsibility to undertake a fair and reasonable share of administrative responsibilities, including participation in the work of the University through membership on appropriate bodies; for example, Library, Senate and University committees. Service also includes right to participate in the work of professional associations, learned societies, consortial bodies, and relevant community service. A professional librarian member's service to such societies and associations shall be considered in the assessment of his/her Service responsibilities, and shall be treated in the same way as similar duties performed within the University.

ARTICLE 3: NON-DISCRIMINATION

- 3:01 In accordance with the Ontario Human Rights Code, there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any employee in any matter concerning the application of the provisions of this Agreement. The University shall not discriminate against, interfere with, restrict or coerce any member by reason of membership or participation in the Union.
- 3:02 No member of the bargaining unit and no officer of the University shall take part in formal procedures, discussions, or vote with regard to the determination of the terms and conditions of employment, which apply specifically to a member of his/her immediate family.

ARTICLE 4: RECOGNITION

- 4:01 The Board of Governors recognizes the Ontario Public Service Employees Union as the exclusive bargaining agent of all academic staff at Algoma University in the province of Ontario.
- 4:02 A member who is appointed to a position excluded by law from the Union shall cease membership and discontinue paying dues to the Union, for the duration of the appointment, provided the appointment is for more than thirty-one (31) calendar days. At the termination of the appointment to an excluded position, the member will automatically be reinstated as a Union member, will commence paying dues, and will have all rights and privileges as if he/she had been a member continuously throughout the period of appointment to the excluded position.
- 4:03 Members of the bargaining unit elected to the Board of Governors shall remain members of the bargaining unit during their tenure on the Board.
- 4:04 For faculty seconded to Administration, time spent as an academic administrator shall be deemed equivalent service for the purpose of seniority, entitlement to sabbatical leave and pension accumulation.

ARTICLE 5: DUES DEDUCTION

- 5:01 The Employer shall deduct union dues commencing from the first day of employment, from each pay of each employee, an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments.

The Employer agrees that it will submit a cheque to the Union, not later than the 15th day of each month following the month in which dues were deducted. The total amount of such deductions shall be forwarded to the Accounting Department of the Union, 100 Lesmill Road, North York, Ontario. The remittance shall be accompanied by a list of names, employee number or a unique identifier, and the amount deducted. The list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence, and may be either in hard copy or electronic copy.

- 5:02 The Employer agrees to give each person in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted and shall give it to each person in the bargaining unit on time for inclusion in their income tax return.
- 5:03 The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer.
- 5:04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of union dues as herein provided.

ARTICLE 6: RIGHTS AND RESPONSIBILITIES

6:01 Rights and Responsibilities

- (a) The rights and responsibilities of the academic staff ensue from the nature of a university, the position of a member of the academic staff, the rightful expectation of the institution, the reasonable requirements of the students and the legitimate claims of the community. In addition to their civil rights and civic responsibilities, the primary rights and responsibilities of academic staff members relate to their performance of an appropriate combination, although not necessarily all, of the activities indicated in this Collective Agreement.
- (b) The primary responsibilities of faculty members are teaching, research, and scholarship. In addition, they have the right and responsibility to participate in the governance of the University through active membership in Department, Faculty and faculty bodies, and when called upon, to participate to a reasonable extent in other University bodies. It is understood, however, that the performance of the latter function shall be at a level consistent with their primary teaching and research or scholarly responsibilities.
- (c) The primary responsibilities of librarian members lie in the provision of a high level of professional service and the development of professional knowledge. In addition, they have the right and responsibility to participate in the governance of the University through active membership in library and academic staff bodies, and when called upon, to participate to a reasonable extent in other University bodies. It is understood, however, that the performance of the latter function shall be at a level consistent with their primary responsibilities.

6:02 Rights and Responsibilities of Faculty Members as Teachers

- (a) As the prime role of faculty is the pursuit and dissemination of knowledge and understanding through teaching, research and scholarship, they must devote their energies conscientiously to the development of scholarly competence and effectiveness as teachers.
- (b) It is the responsibility of faculty members to deal ethically and fairly with students, to foster a free exchange of ideas, to avoid proselytizing and politicizing in the classroom, to avoid incidents of harassment, discrimination, or bullying as defined in the Occupational Health and Safety Act and in the Ontario Human Rights Code, to respect confidentiality in a manner consistent with the performance of their academic role, to encourage the development of the capacity for critical judgement and to acknowledge their indebtedness to students in relation to their own research.
- (c) It is assumed that faculty will exercise responsibility in their relationship with student publications, student groups and individual students, and will avoid situations which might generally be regarded as an abuse of the student-teacher relationship.
- (d) Faculty members shall have the right and responsibility to organize and structure classroom and laboratory activities and to adopt reasonable means to maintain a learning environment that is both productive and orderly. With the exception of Reading and Distance Education courses, this includes a minimum of 36 hours of class instruction or contact hours per three credits.
- (e) Faculty members shall be conscientious in the preparation and organization of subject matter ensuring the curriculum reflects current knowledge in the field. Faculty members will set course learning objectives and outcomes under the direction of their department. Faculty members have a responsibility to participate in all aspects of academic quality assurance as prescribed by Algoma University's Institutional Quality Assurance Processes (IQAP), including cyclical program reviews.
- (f) Text book orders must be submitted to the Book Store (whenever possible) six weeks prior to the start of classes.
- (g) Faculty members shall have available one week before the first day of class, a complete draft course syllabus for student information and shall submit a final course syllabus with the Office of the Registrar for filing with the University's records by the start of the second week of class. The syllabus must contain full information on grading policies, evaluation methods, early feedback, office hours, contact information, disability services, the grade appeals process, and applicable attendance requirements in accordance with the rules and regulations outlined as approved by the Algoma University Senate and outlined in the academic calendar. It must also contain learning outcomes, information on additional readings, and other material necessary to assist students in meeting the course objectives.
- (h) Faculty members shall comply with established Senate approved procedures and deadlines for the electronic submission of grade reporting and other such reasonable procedures and deadlines as may be necessary for the well-ordered operation of the University.
- (i) Faculty shall accept responsibility for participation in the effective operation of the University. Faculty has a responsibility to remain current with Senate approved academic regulations, policies, program changes and course descriptions. Faculty shall maintain and post office hours for student contact (a minimum of two office hours per week for each 3-credit course taught), shall supervise at examination times, and shall assume other responsibilities including student advising and inquiries, which have traditionally been accepted by faculty members.

6:03 Rights and Responsibilities as a Scholar/Researcher

- (a) Scholarly/research activity conducted within the university shall be directed to the objectives of increasing knowledge and understanding, of improving the scholarly competence of the teacher and of initiating students into the academic disciplines, in so far as possible. In view of the first

objective, it is essential that faculty members be free to disseminate the results of their research through publication, lectures and other appropriate means.

- (b) In order to fulfill the objectives of scholarly research activity within the University, faculty members shall have the right and responsibility to devote a reasonable proportion of their time to meaningful scholarship and research activities and in so far as it is possible the University will provide adequate facilities for these purposes.
- (c) Research Chairs will devote a significant portion of their time to research, with the expectation that an exceptional degree of effectiveness in research /scholarship will be achieved. Their normal teaching load will be six (6) credits per year. An expectation of service to the University will be maintained.
- (d) Members of the academic staff shall in their published work(s) indicate their affiliation with Algoma University and any reliance on the work and assistance of others.
- (e) Each faculty member shall submit an Annual Report, which includes an updated curriculum vita, to the Academic Dean by June 30th of each academic year, as outlined in Article 19.

6:04 Rights and Responsibilities of Self-Governance

- (a) In the context of collegial decision making and the processes of academic peer judgement, faculty members shall participate in the governance of Algoma University through active membership on departmental and faculty committees, and when called upon, shall participate to a reasonable extent in other university bodies.
- (b) In the context of departmental decision making, faculty members shall actively participate in departmental roster planning, personnel interviewing, evaluation and recommendation, program changes, new program development and cyclical program reviews. In the context of Faculty decision making, faculty members shall actively participate in personnel interviewing, evaluation and recommendation, and work associated with Senate Committees.
- (c) In all professional association and, more particularly, in the course of the collegial and peer-judgement decision-making process, faculty members shall deal fairly and ethically with their colleagues, shall objectively assess the performance of their colleagues when this is required, shall avoid discrimination and shall not in any way infringe on, or restrict, their colleagues' academic freedom. In addition, they shall observe the principles of confidentiality in a manner consistent with the performance of their collegial responsibilities.
- (d) In the context of objectively assessing the performance of their colleagues, academic staff shall participate as required in performance assessment for both full-and part-time contract academic staff, including those involved in distance education.
- (e) To foster a collegial and supportive climate, academic staff shall be available for formal mentoring as requested by the Dean. No more than two formal mentorships of other full-time faculty (new hires or faculty preparing for reviews) or part-time faculty will be required in a three-year period. Formal mentoring responsibilities may be shared; recognition for formal mentoring will be accorded by the Peer Review Committee; the Academic Dean will provide advice and guidelines for formal mentoring and will meet with the faculty member and the mentor periodically to support the process. Individual faculty members may request a formal mentor from their Faculty Chair.
- (f) In the context of collegial decision making and the processes of academic peer judgement, librarian members of the academic staff shall participate in the governance of Algoma University through active membership on library and academic committees, and when called upon, to participate to a reasonable extent in other university bodies.
- (g) In all professional association and, more particularly, in the course of the collegial and peer-judgment decision-making process, librarian members of the academic staff shall objectively

assess the performance of their colleagues when this is required, shall avoid discrimination and shall not in any way infringe on, or restrict, their colleagues' academic freedom. In addition, they shall observe the principles of confidentiality in a manner consistent with the performance of their responsibilities.

6:05 Rights and Responsibilities of Department Chairs, Faculty Chairs and Program Directors

(a) The Duties of a Department Chair

Department Chairs are responsible for providing academic leadership in their Departments. They serve as the official spokesperson for their department. Normally, appointments shall begin on July 1 of a calendar year and run for one year. To enhance collegial decision-making and rotation of workload it is expected that Department Chairs will not serve more than three consecutive terms.

Department Chairs must be chosen through a collegial process of nominating and election within the department before the June Senate of each year.

Departmental groupings are defined by Senate and shall be reviewed every June by Senate. The goal is not to have any one-person departments.

Duties and responsibilities of a Department Chair shall include

- (i) Working in co-operation with and assisting the Faculty Chair in the administration of Departmental and Faculty business;
- (ii) Managing the affairs of the Department after appropriate consultation with its members and regularly scheduled departmental meetings to communicate and interact effectively with all members of the Department.

Part-time members teaching within the academic year should be invited to attend and participate in meetings on a voluntary basis at least once per semester. At these meetings PTCF members will have voice but not vote. For matters pertaining to hiring and evaluation of PTCF members, PTCF members will be asked to leave the meeting for that portion of the agenda;

- (iii) Co-ordinating the part-time hiring procedures for the Department and forwarding recommendations to the Dean's office;
- (iv) Co-ordinating part-time evaluation and mentoring procedures for the Department;
- (v) Assisting in the co-ordinating of the full-time hiring for the Department;
- (vi) Facilitating communication with students in the Department and responding to student complaints, requests and concerns;
- (vii) Providing leadership in the development of departmental curricula and program development consistent with the mission of the University and field of study and forwarding the same for approval. This includes coordination and leadership of annual departmental academic plans in alignment with the Senate approved five-year academic plan.
- (viii) Provide the Academic Dean and the Registrar with scheduling information including course overloads taught by each faculty member of the department.
- (ix) Coordinating the use of space, equipment and budget allocations (statements of which shall be provided quarterly to the Department Chair) assigned to the Department;

- (x) Annually providing the information necessary to update the departmental web page, and advise on external publication content relevant to the department;
- (xi) Coordinating the participation of department members in liaison initiatives concerning their department and encourage participation in orientation week activities and other initiatives to support the recruitment and retention of students;
- (xii) When required by ministry-related bodies, professional accreditation bodies or by Senate authority, organize, administer and coordinate departmental participation in the external program review processes, and participate in the effective assembly and operations of external program advisory committees;
- (xiii) Provide departmental guidance in all aspects of the undergraduate program review process, including chairing the self-study committee.
- (xiv) Provide a checklist (Appendix B) of Departmental activities to the Faculty Chair by the end of June in each calendar year.

(b) The Duties of a Faculty Chair

Faculty Chairs are academic officers of the University, under the jurisdiction of the Academic Dean. Their role is to ensure the smooth operation of the academic programs of their Faculty.

It is understood that prior to participation in all collegial decision-making processes requiring Faculty Chair input that the Faculty Chair shall consult as much as possible with the faculty members within their Faculty and when required accurately convey the views of the Departments and the Faculty.

Faculty Chairs must be chosen through a collegial process of nomination and election within the Faculty. Elections will normally occur before June each year. Normally, appointments shall begin on July 1 of a calendar year and run for one year. To enhance collegial decision-making and rotation of workload, it is expected that Faculty Chairs will not serve more than three consecutive years in this role.

The composition of the Faculties will be decided by Senate annually at its June meeting.

Duties and responsibilities of a Faculty Chair shall include

- (i) working in co-operation with and assisting the Academic Dean in the administration of all Faculty business;
- (ii) facilitating good communication between the Dean, the Faculty, and departmental members, between university committees and the Faculty, between the students in the Faculty and the Faculty, between part-time and full-time faculty in the Faculty;
- (iii) convening regular monthly meetings of the Faculty and facilitating functioning of Faculty business and process (as per Senate schedule);
- (iv) preparing and forwarding of Faculty approved initiatives to Senate, the Academic Dean, and other appropriate persons;
- (v) providing leadership in the development of curricula and programs consistent with the mission of the University, the University's institutional planning process, and in compliance with the University's Institutional Quality Assurance Processes;

- (vi) coordinating and sending notification to all their Department Chairs to have produced the appropriate rosters for each academic year;
- (vii) facilitating both effective Departmental completion of all aspects of the External Program Review process and effective departmental operations, and receiving Annual Reports from Departmental Chairs in June of each year.
- (viii) coordinating and forwarding a recommendation for part-time hiring. Coordinate evaluation of part-time hires.

Chair the Part-Time Appointments Committee and Faculty Appointment Committees as required.

- (ix) responding to student complaints and concerns; acting as the first line of mediation in any student academic appeal and student complaints within the Faculty;
- (x) coordinating departmental faculty availability for academic advising in the summer months;
- (xi) coordinating the use of space, equipment and financial resources (statements of which shall be provided quarterly to the Faculty Chair) assigned to the Faculty;
- (xii) coordinating effective Faculty representation on University committees and in external forums as required

- (c) In recognition of their services, Department Chairs and Faculty Chairs shall receive annual remuneration as per Article 35.

(d) Rights and Responsibilities of Program Directors

- (i) Program Directors are responsible for providing academic leadership in their Departments. They serve as the official spokesperson for their department. Program Director appointments will be made by the University on a case-by-case basis.

Where applicable, the Director is responsible for attending national and provincial Deans and Directors meetings.

Duties and responsibilities of a Program Director shall include those duties listed for a Department Chair in 6:05 (a). Any additional Program Director duties will be set in consultation with the Union and the member.

- (ii) In recognition of their services, Program Directors shall receive annual remuneration as determined on a case by case basis and will be set in consultation with the Union.

6:06 Rights and Responsibilities as Member of the Learned Profession and of the Community-at-Large

- (a) Subject to the provisions of Article 9, members of the academic staff shall be free from institutional censorship or discipline when addressing themselves to the community-at-large, but, at the same time, shall not enjoy any privileged position in non-academic pursuits.
- (b) Members of the academic staff have the right to participate in the activities of their learned professions and societies and recognition for such shall be accorded in any peer review process.
- (c) Outside Professional Activity

A member of the academic staff may engage in outside professional activity or act in a consulting or advisory capacity to public or private clients, recognizing that suitable contact with the public and private sectors offers a desirable means whereby he/she may relate his/her professional activities and teaching to current practice, trends and developments, and thereby secure

stimulation and experience valuable to his/her continued growth in his/her field of special interest and in enriching his/her educational services, subject to the following:

- (i) Such professional activity shall neither conflict nor interfere with the fulfillment of his/her duties and responsibilities as provided in this Agreement.
- (ii) Such professional activity shall be carried out in a reasonable and responsible fashion and be of professional calibre and shall not reflect adversely on or be to the detriment of the University.
- (iii) A member shall notify the Academic Dean or the Director of Library in writing in advance of the nature, scope and extent of any proposed professional activity of a continual or non-trivial nature or of any subsequent changes (subject to rules of professional confidentiality). The Dean shall be responsible initially for assessing that such professional activity does not conflict or interfere with the fulfillment of the member's duties and responsibilities to the University as provided for in this Agreement.
- (iv) Such activities shall not require the commitment of a block of time on a regular basis that interferes with a faculty member's normal timetable for teaching activities (or research activities during a sabbatical) or a librarian's performance of his/her normal library service requirements, nor shall such activities require the member to devote more than an average of one work day per week on an annual basis.
- (v) The name of the University or the University letterhead shall not be used in correspondence between a faculty member and his/her client, or in any report he/she may submit, and the name of the University shall not appear in any publicity or commercial presentation of the results of the consulting work nor shall the academic staff member represent himself/herself as an agent of the University.
- (vi) The Dean shall have the right to monitor professional activities of an ongoing nature existing at the date of signing of this Agreement or entered into subsequently to ensure compliance with clauses 6:01 (b), 6:01 (c) and this clause 6:06 (c).
- (vii) Use of University facilities, equipment, supplies, services or other personnel shall require prior written authorization from the Academic Dean or the Director of Library. Financial arrangements for such use shall be made in advance. The University shall be reimbursed for supplies, equipment, facilities and space used in connection with the professional activity, and University activities shall have priority in such use.
- (viii) A member engaged in outside professional activities shall hold the University harmless against any damage that the University may suffer from such activities.
- (ix) A statement listing all outside professional activities and services must be included within the Annual Report as specified in Article 19.

6:07 Rights and Responsibilities of Librarian Members as Providers of Professional Service in the Academic Library

- (a) The prime role of Librarian Members is to support the academic activities of the University through the Professional Practice of Academic Librarianship and to share with faculty the responsibility for the collection, dissemination, and structure of knowledge. Professional librarians must devote their energies conscientiously to the development of professional competence and effective provision of service.
- (b) It is the responsibility of Professional librarians to provide a high level of professional service, including the development, management and evaluation of information resource collections; provision of subject-specialized and general reference services; appraisal, acquisition,

bibliographic control, storage, preservation and conservation of information resources and collections; management of human and material library resources, including administrative or managerial performance for those Professional librarians holding administrative appointments; development, implementation and management of information systems designed to enable access to library services and resources, build digital collections, and facilitate scholarly communication; provision of information literacy and curriculum support including programming, collaboration, instruction and teaching; Faculty outreach and liaison, including participation in research and support for scholarly communication; and evaluation, measurement and analysis of user needs and library services and resources; research services, extension, and other activities related to programs under contract to the University; and any other function performed by professional librarians.

- (c) It is the right and responsibility of Professional librarians to develop professionally, continuing to improve themselves in their profession by keeping current with developments in Library and Information Science and their areas of subject specialization where applicable.

6:08 Rights and Responsibilities of Librarian Members as Scholars

- (a) It is the right and responsibility of Professional librarians to research, study, professionally develop and engage in scholarly and creative activities in the field of Library and Information Science or areas of subject specialization.

These activities include:

- (i) the creation of new knowledge, understandings or concepts;
- (ii) the creative application of existing knowledge;
- (iii) the organization and synthesis of existing knowledge;
- (iv) the pursuit of knowledge through formal study and/or pursuit of further academic credentials related to the academic and professional responsibilities of Librarians;
- (v) creative expression; and
- (vi) professional development through the planning, implementation, and/or participation in workshops, conferences, coursework, or professional exchange or other educational programs.

6:09 Rights and Responsibilities of Professional librarians to University and Community Service

- (a) Professional librarians have the right and responsibility to undertake a fair and reasonable share of administrative responsibilities, including participation in the work of the University through membership on appropriate bodies; for example, Library, Senate and University committees. Where participation in such bodies is by election or appointment, a Member shall be elected or appointed only with his/her consent, except where such service commitment is outlined within the Member's position description.
- (b) Professional librarians have the right and responsibility to participate in the work of professional associations, learned societies, and relevant community service. A Member's service to such societies and associations shall be considered in the assessment of his/her Service responsibilities, and shall be treated in the same way as similar duties performed within the University.

6:10 Position Descriptions for Librarian Members

- (a) Each Professional Librarian shall have a written position description that outlines the Professional Practice of Academic Librarianship responsibilities of his/her position. The position description shall be prepared by the University Librarian, in consultation with the incumbent member, if there is one. In the event there is no incumbent, either another professional Librarian at AU or an external, professional academic librarian shall be consulted, who either supervises a substantially

similar Librarian position or who holds a Continuing Appointment in a substantially similar Librarian position.

- (b) The provisions of such a position description shall constitute a reasonable workload and shall be generally consistent with this Agreement.
- (c) Once the description has been agreed to by the University Librarian and the incumbent member, copies shall be forwarded to the Vice-President, Academic and Research and to the Union.
- (d) Any significant differences between the University Librarian and the incumbent member over the provisions of the job description shall be referred to the Peer Review Committee in accordance with Article 12. Such reference will include the original written job description and the proposed job description. Such review shall take place within 90 days. Should unresolved differences remain after this review, they shall be noted by the University Librarian and forwarded to the Vice-President, Academic and Research for decision.
- (e) Changes to a job description may be proposed by a Professional Librarian or by the University Librarian under the following conditions:
 - (i) In response to increased demands on, or significant developments or changes in, Library services; or
 - (ii) To ensure that the provisions of a job description constitute a reasonable workload. Such changes shall be discussed by the member and the University Librarian. The modified position description shall be forwarded to the Vice-President, Academic and Research and to the Union.

6:11 Professional Librarian Hours of Work

- (a) In recognition of the Professional librarians focus on the Professional Practice of Academic Librarianship in the Library in order to support effectively the University's academic mission, Professional librarians normally are expected to be on duty in the University Library for thirty-five (35) hours per week average over a year, in addition to their own scholarship service and committee duties. On occasion, however, it may be more appropriate for members to carry out some of their library responsibilities off campus and, with the prior approval of the University Librarian, they may do so.

For the purposes of this subsection, a "week" means seven (7) consecutive days from Monday to Sunday.

- (b) Hours of work may include evenings, weekends and holidays because of the service component and may vary from week to week according to the time of the year and the levels of service to be provided.
- (c) Scheduling is the responsibility of the University Librarian who shall endeavour to achieve an equitable distribution in accordance with the Collective Agreement.
- (d) No member shall be required to work more than one evening per week.
- (e) No member shall be required to work more than five weekend days per 4-month term.
- (f) No member shall be required to work more than one day of any weekend.

ARTICLE 7: CONTINUING EXISTING PRACTICES

7:01 University Governance

The rights of both parties with respect to matters concerning university governance are reserved.

- 7:02 (a) No changes in existing practices in force as of the effective date of this Collective Agreement, affecting academic staff, other than those provided for in this Collective Agreement, shall be instituted without the agreement of the Union. The decision of the Board to alter such practices shall be subject to the grievance and arbitration procedures established by this Agreement. Existing practices mean practices with respect to terms and conditions of employment, which are reasonable, certain and known, in force at the date of the commencement of this Agreement or during the preceding academic year.
- (b) The onus of establishing an existing practice within the meaning of Clause 7:02 (a) shall rest on the party or person who alleges the existence of such existing practice.
- (c) The Board acknowledges a continuing responsibility to maintain a climate in which the responsibilities of the academic staff may be carried out, and undertakes, therefore, to continue to provide a reasonable level of facilities and support services consistent with this responsibility.

The University will endeavour to maintain reasonable levels of working space, secretarial services, laboratory facilities, instructional aids, library and technical expertise, and support services, including telephone, computing, printing and copying.

- 7:03 (a) The university shall indemnify and save harmless each Union member against damages and shall maintain liability insurance coverage at the current or comparable level insuring members who are acting within the scope of their employment against liability claims.

While a member may choose to hire outside legal counsel, if the member is seeking restitution for the related expenses, prior approval of the President (or the Board in cases where the President is in a conflict of interest) is required.

- (b) Access to the policies of insurance, as amended or as substituted from time to time, shall be provided to the Union at any time for their review and copying as required.

ARTICLE 8: MANAGEMENT RIGHTS

- 8:01 The Union acknowledges the management responsibilities and functions of the Board and agrees that such shall be continued, subject to the express provisions of this Collective Agreement.

ARTICLE 9: ACADEMIC FREEDOM

- 9:01 The parties agree that the common good of society depends upon the search for truth and its free exposition. The fundamental purpose of a university and its unique contribution is the search for new knowledge and the free dissemination of what is known. Academic freedom is essential to these endeavours, both in teaching and in research, development, scholarly, and creative work. The parties further agree to abide by the principles of academic freedom as expressed in this agreement and more particularly in the following clauses.

- 9:02 Each member shall be free in the choice and pursuit of research consistent with the objectives and purposes of a university and in the publication of the results, subject only to the normally expected level of performance of his/her other duties and responsibilities.
- 9:03 Each member shall have freedom of discussion. However, in the exercise of this freedom in the classroom, reasonable restraint shall be used in introducing matters unrelated to his/her subject. The Board shall not require conformity to any religious beliefs, doctrines or practices.
- 9:04 The Board shall not impose supervision or other restraints upon, nor will it assume responsibility for what it said or written by a member acting as a private citizen. However, as a person of learning, he/she shall exercise good judgment and shall make it clear that he/she is not acting as a spokesperson for the University.
- 9:05 The Board shall expect and encourage each member to participate in, and contribute new ideas to, the promotion of the objectives of the University. Furthermore, it shall respect the right of each member to disagree with academic or administrative decisions. However, criticism of or advocacy of changes in the policies, programmes or administrative practices of the University shall be in the proper academic tradition of reasonable discussion.
- 9:06 If a member believes that his/her Academic Freedom has been violated, he/she shall address the concern to the Peer Review Committee (PRC). The PRC shall recommend a remedy, which can include, but is not limited to, filing a grievance, instituting a policy change, or recommending disciplinary action.

ARTICLE 10: DEFINITION OF ACADEMIC APPOINTMENTS

10:01 Academic appointments shall fall into six categories:

(a) Tenured (b) Tenure Track (c) Limited-term (d) Research Chairs (e) Seconded Academic Administrators (f) Non-Seconded Academic Administrators

10:02 Tenured Appointments

Faculty Tenured

- (a) Tenured appointments are defined as appointments without term which may be terminated only through resignation, retirement, dismissal for cause, or as specified in Article 21. Subject to Article 10:02 (b) initial appointments will not be tenured.
- (b) Faculty members holding an appointment with tenure at another Universities Canada institution, or comparable institution may be appointed with tenure subject to a positive recommendation from the University Peer Review Committee (PRC), which shall have full access to the candidate's complete application package and be empowered to make further inquiries where it feels necessary.
- (c) When evaluating whether to recommend a new faculty hire with tenure, the PRC will follow the criteria used for awarding tenure internally, with equivalent or higher standards applied. The PRC will consider
- (i) demonstrated evidence of teaching effectiveness;
 - (ii) demonstrated evidence of research and scholarly achievement;
 - (iii) demonstrated evidence of service to one or more of the following: discipline, community and University.

When hiring a non-seconded academic administrator where the intent is that the position is to include a tenured faculty appointment, the candidate will become a member of the Union upon completion of the administrative term. For such candidates, application materials will be sent to the PRC. The PRC will recommend to the President candidates that qualify for tenure at Algoma University. Candidate(s) that have been shortlisted will be asked to identify a preferred academic department or multiple departments (in the case of either multiple suitability or a cross appointment). The PRC in consultation with the requisite department(s) will also be responsible for ensuring that the candidate's academic background is consistent with either current University program offerings or those consistent with program development identified in the current five-year academic plan.

Librarian Tenured/Permanent

- (a) Tenured/permanent appointees are defined as appointments without term which may be terminated only through resignation, retirement, dismissal for cause, or as specified in Article 21. Subject to Article 10:02 (b), initial appointments will not be tenured/permanent.
- (b) Librarian members holding an appointment with tenure/permanence at another Universities Canada institution, or comparable institution, may be appointed with tenure, subject to a positive recommendation from the University Peer Review Committee, which shall have full access to the candidate's complete application package and be empowered to make further inquiries where it feels necessary.
- (c) When evaluating whether to recommend a new faculty hire with tenure, the Peer Review Committee will follow the criteria used for awarding tenure internally, with equivalent or higher standards applied. The Peer Review Committee will consider:

- (i) Professional Practice of Academic Librarianship

As teaching is to faculty, so the Professional Practice of Academic Librarianship is to Librarian Members. Professional Practice of Academic Librarianship is defined normally as one or more of the following activities: the development management and evaluation of information resource collections; provision of subject-specialized and general reference services; appraisal, acquisition, bibliographic control, storage, preservation and conservation of information resources and collections; management of human and material library resources, including administrative or managerial performance for those Librarian Members holding administrative appointments; development, implementation and management of information systems designed to enable access to library services and resources, build digital collections, and facilitate scholarly communication; provision of information literacy and curriculum support including programming, collaboration, instruction and teaching; outreach and liaison, including participation in research and support for scholarly communication; and evaluation, measurement and analysis of user needs and library services and resources; research services, extension, and other activities related to programs under contract to the University; and any other function performed by professional librarians.

- (ii) Librarian Scholarship

A Librarian Member has responsibilities in the area of Library and Information Science or subject specialization scholarship, research, study, professional development, scholarly and creative activities, hereinafter referred to as "Scholarship," which may include the creation of new knowledge, understandings or concepts; the creative application of existing knowledge; the organization and synthesis of existing knowledge; the pursuit of knowledge through formal study and/or pursuit of further academic credentials related to the academic and professional responsibilities of Librarians; creative expression; and professional development through the planning, implementation, and/or participation in workshops, conferences, coursework, or professional exchange or other educational programs.

(iii) Librarian Service

Librarian Members have the right and responsibility to undertake a fair and reasonable share of administrative responsibilities, including participation in the work of the University through membership on appropriate bodies; for example, Library, Senate, and University committees and an appropriate Faculty in the University. Services also includes right to participate in the work of professional associations, learned societies, and relevant community service. A Member's service to such societies and associations shall be considered in the assessment of his/her Service responsibilities, and shall be treated in the same way as similar duties performed within the University.

10:03 Tenure Track Appointments for Members (Faculty and Librarian)

- (a) Tenure Track appointments shall be the normal form of initial appointment made by the Board. The purpose of a Tenure Track appointment is to provide a period of mutual appraisal for the University and the candidate. A Tenure Track appointment will be of three years in length, subject to annual renewal, to a maximum of five years. A member on a Tenure Track appointment does not have a right to renewal, but has the right to a proper consideration for renewal. Such appointments end in a tenured appointment (for Librarians, in permanence), or in termination of the appointment.
- (b) All Tenure Track will be subject to a first pre-tenure review by the Peer Review Committee after the candidate's first year of appointment. The pre-tenure review will follow the procedures of Article 13 but will result only in a letter of evaluation being placed in the member's file.
- (c) All Tenure Track appointments will be subject to a second and third review by the Peer Review Committee after the candidate's second year of appointment following the procedures outlined in Article 13 of the Collective Agreement.

10:04 Academic Appointments: Contract Limited-Term Appointments (CLTAs)

Appointment for Members (Faculty and Librarian)

- (a) Limited-term appointments are defined as appointments with a contractually limited term, which carry no implications of renewal or continuation beyond the stated term and no implication that the holders of such appointments shall be considered for tenure. A contract may be of any duration up to three years, with a possibility of renewal for one- or two-year terms with a total full-time employment at Algoma University not to exceed a total of five years (consecutive or non-consecutive). Any renewal of a contract beyond a total of three years (consecutive or non-consecutive) must have the agreement of the Union. Appointments will be renewed only on the positive recommendation of the Department, the Faculty Chair, and the CAO. Normally, the limited term appointment will commence one month prior to the start of any teaching duties. Years of service at the University accumulated on limited term appointments may, at the member's discretion, be counted in the same way as years on tenure-track appointment for purposes of consideration for tenure, in the event that an incumbent is successful in obtaining a tenure-track appointment.

Members on limited-term appointments will receive the same benefits as full Union members, with the exception of life insurance and long-term disability insurance.

- (b) Contract Limited-term appointments are normally made:
 - (i) to replace a faculty or librarian member who is on leave;
 - (ii) to bring in distinguished visitors;
 - (iii) for faculty exchange;
 - (iv) to carry out a special report;

- (v) to add to the full-time faculty complement in response to temporary needs and funding;
- (vi) to respond to hiring needs for programs which Senate has declared are on a probationary basis (that is, subject to review).

10:05 Research Chairs

Notwithstanding Article 10:04 externally funded research chairs may be hired for a contract of up to five years.

10:06 Academic Administrators

- (a) Seconded Academic administrators are persons who, in addition to holding Tenure Track or tenured faculty appointments in departments or programs, also hold an administrative office for a designated term, and are excluded pro tem from the bargaining unit because of their administrative office.
- (b) Faculty members who are seconded and appointed as academic administrators shall retain their academic rank within their departments or programs. Time spent as an academic administrator shall be deemed equivalent service for the purposes of seniority, entitlement to administrative leave**, and pension accumulation, but not for the purposes of consideration for tenure or promotion. However, during their term of administrative service, academic administrators shall be deemed eligible for consideration of promotion and tenure by the PRC on the basis of their academic achievements (teaching, scholarship, research, and/or creative work, committee and community service) acquired prior to and/or during their term of service as academic administrators. In cases of tenure consideration, the academic administrator must have attained the minimum equivalent of three years full-time teaching experience at Algoma University, with the award of tenure taking effect only upon his or her return to full-time teaching.

**The distinction between sabbatical leave and administrative leave is understood as follows: Sabbatical leave is acquired as a result of academic service as outlined in Article 17:01 of the Collective Agreement. Administrative leave is acquired as a result of administrative service accrued while serving as a seconded Academic Administrator. The latter is granted by the Board upon the recommendation of the Administration and may be added to accumulated sabbatical leave. Administrative leave shall be taken at 100% of salary, exclusive of any additional stipends for serving in the role. Any combined sabbatical and administrative leave shall be processed by the PRC; a negative decision by the Committee will not preclude the administrative portion of the leave.

- (c) Faculty who are seconded and appointed as academic administrators may carry, as part of their normal duties, a course load appropriate to the demands of their administrative responsibilities.
- (d) Remuneration for seconded academic administrators shall be in accordance with the academic rank that they hold, as well as the salary increments for such ranks, as negotiated by the Union. Any additional remuneration shall be in the form of a stipend (Article 35.19), the amount of which shall be determined through negotiations between the Administration and the Union. At the termination of appointment, normal academic salary is restored at the level which would have prevailed.

Upon termination of the administrative appointment, remuneration for non-seconded academic administrators, whose positions include a faculty appointment, will be that which reflects the academic salary appropriate at the original time of hire plus additional steps at rank reflecting the years of service in the administrative position held. Also, the following terms and conditions will apply:

1. Time served elsewhere prior to appointment will not count toward seniority (years of service) at Algoma University for internal operational purposes;

2. The appointment will not displace any existing tenured or tenure-track faculty member. Any teaching provided will be considered net new resources.
- (e) Positions for academic administrators shall be made by the Board following consultation with the Senate and the Union.
 - (f) Where a full-time replacement appointment [see Art. 10:06 (b) of the Collective Agreement] for an academic administrator is necessary, such an appointment shall be for a specific term not exceeding the term of appointment of the academic administrator.
 - (g) Seconded Academic administrators shall retain the right to re-enter, on a full-time basis, their departments or programs, as well as the right to re-enter, on a full-time basis, their departments or programs, as well as the right to re-enter the bargaining unit at the completion of their term or at such earlier time as may be mutually agreed upon. No tenured or tenured track faculty member shall be displaced from his or her post or have his or her rights, privileges or benefits reduced, or be displaced from the bargaining unit by the entry or premature re-entry of an academic administrator into the bargaining unit except under conditions of financial exigency and redundancy as specified in Article 21 of the Collective Agreement, in which case the position of the Academic Administrator will be considered equally with other members of his/her department or program.

ARTICLE 11: APPOINTMENTS: PRINCIPLES AND PROCEDURES

PRINCIPLES:

11:01 All appointments are to be made on the basis of open competition.

11:02 Faculty Appointments

In filling all faculty positions except research chairs, first consideration will be given to a candidate's teaching record and aptitude. All departments recruiting new faculty must make every reasonable effort to determine the candidate's teaching abilities and potential and to evaluate the candidate's research/scholarship record and potential.

Faculty must have a terminal degree in their discipline.

See Articles 2:03 through 2:05 for a definition of teaching, research/scholarship and service.

11:03 Librarian Appointments

In filling Librarian positions, first consideration will be given to the candidate's education, Professional Practice of Academic Librarianship, as well as his/her demonstrated experience and aptitude for the position under consideration.

Librarian members must have an initial undergraduate degree and an MLIS from an ALA-accredited library school, or an international library school which has been accredited by a national professional library association recognized by the Canadian Library Association (the Canadian Library Association may be applied to for an opinion in cases where there is doubt about whether the qualifications presented meeting existing Canadian Standards). The MLIS is considered the terminal degree for Librarian members.

11:04 Faculty Recruitment

The following qualities, in decreasing order of importance, shall be sought for in judging candidates:

- (a) A promising teaching record and/or the prospect of superior teaching performance.
- (b) A research/scholarship record and/or a prospect of a sustainable research/scholarship record, with demonstrated academic currency, depth, and integrity within his/her field of interest.
- (c) Demonstrated service in prior institutions or a prior workplace or in the community.
- (d) A commitment to undergraduate education, including a focus on the student and a willingness to participate actively in program development.

11:05 Notwithstanding the above, when hiring research chairs, priority will be given to research/scholarship records with demonstrated academic currency, depth and integrity within his/her field of interest. The other qualities listed in 11:04 will be used when assessing candidates.

11:06 In the case of applicants for full-time positions, all other factors being equal, candidates who hold Canadian citizenship, permanent residency or landed immigrant status will be given first consideration.

11:07 Librarian Recruitment

The following qualities, in decreasing order of importance, shall be sought for judging candidates:

- (a) A professional library qualification from an ALA accredited library school or an international library school which has been accredited by a national professional library association recognized by the Canadian Library Association (the Canadian Library Association may be applied to for an opinion in cases where there is doubt about whether the qualifications presented meet existing Canadian Standards).
- (b) An excellent record of the Professional Practice of Academic Librarianship in the functions and activities required by the advertised position.
- (c) Demonstrated graduate study or experience in the functions and activities required by the advertised position.
- (d) Demonstrated services in previous institutions or workplaces, the profession, or in the community. Service includes right to participate in the work or professional associations, learned societies, and relevant community service. A Member's service to such societies and associations shall be considered in the assessment of his/her Service responsibilities, and shall be treated in the same way as similar duties performed within the University.
- (e) Demonstrated scholarship in the area of Library and Information Science or subject specialization scholarship, research, study, professional development, scholarly and creative activities, hereinafter referred to as "Scholarship," which may include the creation of new knowledge, understandings or concepts; the creative application of existing knowledge; the organization and synthesis of existing knowledge; the pursuit of knowledge through formal study and/or pursuit of further academic credentials related to the academic and professional responsibilities of Librarians; creative expression; and professional development through the planning, implementation, and/or participation in workshops, conferences, coursework, or professional exchange or other educational programs.

PROCEDURES:

11:08 Authority to Recruit Faculty

Recruitment of faculty, whether for new appointments or replacements, as well as the authority to hire, requires the authorization of the President. Expenses associated with recruitment, hiring and

interviewing shall be borne by the University, in accordance with established University policy. The recruitment process is managed by the CAO in accordance with the Faculty Hiring Policy, who shall meet with the Chair of each appointment committee before the process begins to review procedures and who shall consult with the committee chair on a regular basis throughout the search.

11:09 Authority to Recruit Librarians

- (a) Recruitment of librarians, whether for new appointments or replacements, requires the authorization of the President.
- (b) The recruitment process is managed by the University Librarian in coordination with the CAO. The University Librarian will review procedures and shall consult with the CAO on a regular basis throughout the search. The process will be conducted in accordance with the Faculty Hiring Policy.

11:10 Procedures Governing the Appointment of the University Librarian

- (a) When a committee is established to advise the President on the selection of the University Librarian, it shall include representation from professional librarian employees of whom one (1) shall be from public service and one (1) from technical services area of expertise.
- (b) In the event that external applicants for the position of University Librarian are sought, the position shall be advertised in appropriate Canadian publications.

11:11 Advertising of Positions

- (a) All full-time vacancies shall be advertised prior to the selection of appointees in appropriate Canadian publications. Advertisements may also be placed in one or more publications with the greatest potential for reaching possible applicants within a given discipline. Departments may advertise elsewhere under departmental budgets, using the standard advertising format of the University.

The only exception will be appointments of a duration of 12 months or less. These must be advertised in the local daily newspaper, and on the University web site, and, as time allows, in further publications.

- (b) Advertisements will be coordinated with and placed through the Dean's office.
- (c) All applications are to be addressed to the Dean's office. Receipt of applications will be acknowledged from the Dean's office.
- (d) Candidates must furnish a curriculum vitae, sample publications or portfolio, the names of five referees (one of whom must be the most recent immediate supervisor), and have forwarded to the university three letters from academic referees.
- (e) When a candidate lists publications in his/her curriculum vitae, it is the responsibility of the appropriate department to assess such publications.

11:12 Faculty Appointments

- (a) The ranks of appointment shall be

Lecturer
Assistant Professor
Associate Professor
Full Professor

- (b) A Faculty Appointments Committee (FAC) shall normally consist of at least three full-time members of the Faculty in which the appointment is to be made, as selected by the Faculty. Preference is given to members of the Faculty who are also members of the Department in which the appointment is to be made. All appointment committees are chaired by the Faculty Chair, who has no vote. In cases where the Department has two or fewer full-time faculty, the FAC shall be completed with Faculty representation in which the appointment is to be made. Where deemed necessary by the Department and the CAO, one external advisor selected by the Faculty and the CAO shall sit on the FAC. Costs incurred by external consultation will be borne by the University.
- (c) An Appointments Committee for a research chair shall also include (in addition to the Faculty members of the Appointments Committee) non-voting external advisors as follows:
 - (i) Three external advisors to be proposed either by faculty or by administration with the division making the final decision about who will serve as external advisors. These advisors will represent the Chair's areas of expertise and external funders if appropriate.
 - (ii) The external advisors will provide objective counsel and recommendations to members of the Appointments Committee.
 - (iii) External advisors will participate in setting hiring criteria, short-listing and interviewing of candidates.
 - (iv) External advisors will participate in setting hiring criteria, short-listing and interviewing of candidates, only if they are available to attend all interviews.
 - (v) Costs incurred by the external members shall be borne by the University.
 - (vi) All other procedures outlined in the collective agreement will be followed.
- (d) The initiative in making recommendations for short listing of candidates rests with the FAC. In the event a department has no full-time faculty, the initiative for short-listing lies with the appropriate Faculty.

The short-listing process will use the following steps:

- (i) Before receiving any applicant dossiers, the FAC develops a list of relevant criteria (based on the posted job notice, which itself should be based on the department's needs, and developed in collaboration between the department and the Dean's office) by which to rank/rate the applicants dossiers.
- (ii) The FAC then receives all applicant dossiers. Its task is then to review, evaluate and rank the applicant dossiers based on the already developed criteria.
- (iii) The FAC then long lists the applicants (a maximum of six [6] candidates).
- (iv) The FAC can then perform preliminary telephone/skype interviews with the top ranked candidates from which it can choose up to three (3) top candidates for the full interview process to be conducted by the FAC. All interview process and questions must be the same for all candidates.

The FAC will be responsible for carrying the full interview and recommendation process. At the end of these processes the task of the FAC will be to rank candidates in order of preference, provide a shortlist of candidates and a written rationale to justify the order of the ranking to the Dean, together with the full applications of the candidates. The Dean may ask the Department to reconsider its short-list of candidates.

The Full Interview Process:

- (e) Visits by prospective faculty should be of sufficient duration to allow the candidate to meet as many of the faculty and of the student body as possible. The campus visit should include a scheduled formal presentation by the candidate to members of the student body and faculty. While more than one formal presentation may be required, at least one presentation must be a demonstration of teaching. The visiting candidate will meet formally with the CAO, the FAC and with the Union.
- (f) Subsequent to the candidate's visit, the FAC will meet to assess the candidate(s) interviewed. The FAC will provide to the department and CAO an assessment of the each interviewed candidate's suitability in relation to the advertised position and the other interviewed applicants.

A negative assessment of any of the interviewed candidates can result in further interviews of other already short-listed candidates, deemed acceptable by the FAC until a satisfactory candidate is found. If no satisfactory candidate can be found and recommended for the advertised position, then a new faculty search may be initiated.

A positive assessment will result in a recommendation that the candidate be offered a letter of appointment.

- (g) The FAC shall forward its written recommendation to the CAO. The CAO shall have the right to request that the FAC reconsider its recommendation, giving written rationale for his/her request. Following reconsideration, if any, the recommendation of the FAC shall be forwarded to the President for a decision.
- (h) If the recommendation from the FAC is not accepted by the President, it shall be only on bona fide academic grounds.

11:13 Professional Librarian Appointments

- (a) The ranks of appointment shall be

General Librarian
Assistant Librarian
Associate Librarian
Full Librarian

- (b) The initiative in making recommendations for an appointment of a professional librarian rests with the University Librarian.

A Library Appointments Committee (LAC) shall consist of the University Librarian, (Chair), tenured Librarian members (2 maximum), and two tenured faculty members from the Academic Division with which the position will liaise and in which it will sit for the purposes of exercising his or her rights and responsibilities as a member of the academic staff.

Where deemed necessary by the University Librarian and Librarian members, one external academic Librarian, who holds a permanent academic appointment in a substantially similar Librarian position, will be selected by the University Librarian to service on the LAC. Costs incurred by external consultation will be borne by the University.

- (c) The LAC will review all applications; only applications with required terminal degree will be considered. The committee will propose a short-list of four names in the rank order. A written rationale must be provided for the selection and ranking of applicants. The University Librarian may ask the committee to reconsider its list, especially where he or she has concerns in the relation to employment equity.

- (g) The LAC shall forward its written recommendation to the Dean. The Dean shall have the right to request that the LAC reconsider its recommendation, giving written reasons for his/her request. Following reconsideration, if any, the recommendation of the LAC shall be forwarded to the VPAR for approval and subsequently a recommendation is forwarded to the President for decision.
- (d) If the recommendation from the Library Appointments Committee is overturned by the President, it shall only be on bona fide academic grounds.

11:14 Letter of Appointment

- (a) After an appointment has been approved by the President, the President shall send a letter offering an appointment to the candidate and containing the following information:
 - (i) salary and rank (must include the calculation details of rank and steps at rank)
 - (ii) department or administrative unit to which the candidate is to be appointed
 - (iii) a general outline of duties of the appointment (specific teaching assignments fall under the purview of the departments and cannot be included in an appointment letter)
 - (iv) type of appointment
 - (v) date of appointment
 - (vi) any other terms and conditions of employment pertaining to the appointment
 - (vii) a stapled copy of this Collective Agreement and a website link to an electronic copy of the Collective Agreement.
- (b) Copies of the letter of appointment shall be sent to the President of the Union.

ARTICLE 12: PEER REVIEW COMMITTEE (PRC)

12:01 Principles and Guidelines

The Peer Review Committee is a Standing University Committee that plays an integral role in the performance review process. This review process is used to determine whether academic staff members will be granted a renewal of a tenure-track appointment, tenure, or a promotion. Everyone involved in the performance review process must undertake their roles seriously and with integrity, ensuring that statements, both verbal and written, refer to aspects of performance, are fair commentary, and are based upon appropriate evaluation of the material specified. The performance review process depends upon honesty, fairness, and confidentiality, and is governed by the principles of natural justice. Performance review is based on a growth model, with the Intent to help colleagues demonstrate career growth in their academic pursuits.

12:02 Duties of the PRC

The PRC is responsible for forwarding reports or recommendations in relation to the following:

- (a) pre-tenure review of faculty;
- (b) tenure review;
- (c) promotions review;

- (d) sabbatical leave review;
- (e) reviewing of sabbatical reports;
- (f) Professor Emeritus status review
- (g) such other areas as may mutually be agreed upon by the University and the Union.

12:03 PRC Elections and Organization

- (a) It is the responsibility of the designated Chief Academic Officer's (CAO's) office to arrange for the election of PRC members. Elections shall be concluded by April 15. With reference to the PRC, the CAO's office shall be responsible for the following:
 - (i) calling and arranging meetings of the PRC;
 - (ii) Providing clerical support for and during PRC meetings; and
 - (iii) providing all materials pertaining to the applications.
- (b) The voting PRC shall be elected every year from and by the faculty and librarian members of Algoma University with full-time appointments. Members of the PRC must be tenured and the President of the Union is not eligible to serve on the PRC. PRC members shall serve two-year terms and can serve up to two consecutive terms, after which they are ineligible for the next two years. The election process shall ensure that no less than 40 percent of the regular membership represents continuity from the previous year.
- (c) No faculty member may refuse to serve on the PRC.
- (d) The PRC shall consist of five regular members. In case a conflict of interest between a regular PRC member and the applicant being considered exists, a prioritized alternate list shall be created through a second separate vote as described in 12.03 (e)(viii).
- (e) Subject to the provisions of 12.03(b), members shall be elected in the following manner:
 - (i) A double envelope voting system shall be used to maintain anonymity of the voter. Once a voter fills out the ballot, they place it in a supplied white envelope and seal it. The sealed white envelope is then placed in a larger brown envelope; the larger brown envelope is sealed and the voter places a signature across the flap with a printed version of the name below the signature.
 - (ii) Voting shall take place over a continuous 10-working-day period, during which time the brown envelopes containing completed ballots are collected by the Chief Academic Officer.
 - (iii) After the 10-working-day voting period is over, the ballots are counted by the designated Chief Academic Officer and two scrutineers, one of whom is designated by the Union Executive.
 - (iv) Each full-time tenure-track or tenured member shall be entitled to vote for up to five members. A member may cast only one vote for any individual member.
 - (v) The one faculty member receiving the highest number of votes in each of the Faculties (if required, because a regular member may be serving the second of their two year term) shall be declared elected as regular members.
 - (vi) The faculty members receiving the highest number of votes exclusive of any of the members elected as in 12.03 (e)(v) above shall be declared elected as regular members, with the

provision that no more than two members of the PRC engaged in deliberations can be from the same Faculty.

- (vii) The designated CAO is responsible for communicating the results of the election for the regular members first to the Union Local President with specific numbers; and then to the membership with a ranking of the top five regular members.
- (viii) Once the five regular members have been named, then a second separate election shall be held to determine a prioritized list of alternates who may be called to serve on the PRC. Alternate members shall serve in the place of regular members only in the event of a prolonged absence of a regular member through illness or professional commitments; when a regular member is the subject of the PRC's deliberations; when a regular member is in a conflict of interest situation; or when a regular member has resigned from the University or becomes an academic administrator. In the event that an alternate member fills a vacancy on the PRC created by resignation of a regular member, they shall be considered a regular member.
- (ix) This second election shall operate using the same procedures as that used to elect the regular PRC members, but shall use a ballot with the names of the five elected regular PRC members removed. When alternates are required, they shall be drawn on according to their prioritized rank on the list, with the provision that no more than two members of the PRC engaged in deliberations can be from the same Faculty.
- (x) The CAO is responsible for communicating the results of the election for the alternate members first to the Union Local President with specific numbers; and then to the membership with a ranking of the top five alternate members.
- (xi) The result of the alternate election vote shall be retained in the event that further alternate members are needed.

12:04 PRC Operation

- (a) With respect to PRC operation, the PRC shall follow the procedures and guidelines specified in this Collective Agreement.
- (b) The (Chief Academic Officer) shall serve as the non-voting chair of the PRC; another member of the PRC shall be elected Deputy Chair of the PRC at the first meeting of the PRC.
- (c) The quorum of the PRC shall be five voting members. In all cases involving pre-tenure, tenure, and promotion applications, four affirmative votes are required for a positive recommendation. In all other cases, a simple majority shall suffice.
- (d) The Academic Dean shall submit a written evaluation of all candidates for inclusion in the material provided to the PRC.
- (e) The voting members of the PRC are responsible for all recommendations.
- (f) The PRC shall in all cases work diligently to reach a determination, whether positive or negative.
- (g) The documents and deliberations of the PRC (including minutes of meetings) are confidential to that PRC. All materials submitted for review and all PRC minutes are available to the President, CAO, and the President and Vice-President of the Local Union.
- (h) The non-voting chair of the PRC shall recuse him/herself from the final vote.

- (i) All files of the PRC shall be kept in the Chief Academic Officer's office. See Article 22 for details regarding access and duration of record retention.

12:05 PRC Appeals Tribunal

- (a) In all cases outlined in Article 13-15, the PRC Appeals Tribunal shall be a Tribunal consisting of one person chose by the appellant, one person chosen by the President, and one person chosen by the Faculty Union. The PRC Appeals Tribunal shall be chosen from among the full-time faculty members at Algoma University. No person who has been involved in the review in question, or has a perceived conflict of interest, shall serve on the Tribunal.
- (b) The PRC Appeals Tribunal shall be constituted and shall meet within 14 calendar days of an appeal being filed. It must report a recommendation within an additional 28 days.
- (c) The PRC Appeals Tribunal may sustain an appeal on the grounds of:
 - (i) procedural defects, including but not limited to bias;
 - (iii) Incorrect evaluation of substantive material considered in the process.
- (d) If an appeal is sustained, the Tribunal may decide to:
 - (i) In the case of all appeals, refer the application back for immediate reconsideration by the PRC, with its written justification for its recommendation;
 - (ii) In the case of a tenure appeal, recommend an exceptional renewal of the appointment for a one-year limited term, with application for tenure to be considered again by the following year's PRC;
 - (iii) In the case of the second and third annual review, recommend renewal of appointment for a period of one year subject to another review by the PRC;
 - (iv) In the case of all appeals, uphold the decision of the PRC on the grounds that any identifiable procedural defect or incorrect evaluation of substantive material is not of a gravity to materially affect the decision.
- (e) Written justification of the Tribunal's recommendation shall be forwarded to the appellant, the University President and the Union President. The recommendation of the Tribunal shall be final and binding on all parties, and shall be implemented by the University President.
- (f) If a faculty member has been denied tenure, and if they desire to appeal, and if the outcome of the appeal will not be known by March 1, the member will be offered an exceptional one year limited-term appointment for the next contract year.

12:06 Peer-Review Cycle

Date	What	Article	Who
April 15	PRC elections to be completed by this date	12:03	CAO
June 1	Notification to members of pre-tenure, tenure and promotion deadlines	13:02(a) 14:04(a) 15:04(a)	CAO
July 15	Letters of intent for tenure and promotion due	14:04(a) 15:04(a)	Members

October 1	Complete sabbatical applications due at CAO office	17:01(c)(i)	Members
October 15	All required materials for pre-tenure review, tenure, promotion due at CAO office	13:02(b) 14:04(b) 15:04(b)	Members
October 15	Date before which PRC must meet to review sabbatical submissions	17:01(c)(ii)	PRC
November 15	Recommendations on sabbatical applications due from PRC to AU President	17:01(c)(iii)	PRC
December 1	Final date for tenure and promotion recommendations from PRC to AU President	14:04(g) 15:04(h)	PRC
January 14	Final date for notification of decision in pre-tenure review to faculty member	13:02(n)	AU President
January 21	Final date for notification of decision in on tenure and promotion to faculty member	14:04(i) 15:04(j)	AU President
January 28	Final date to file appeal on pre-tenure decisions	13:02(o)	Members
February 4	Final date to file appeal on tenure and promotion decisions	14:04(j) 15:04(k)	Members

ARTICLE 13: PRE-TENURE REVIEW

13:01 Principles and Guidelines

All probationary appointees will undergo an initial review by the PRC during the faculty member's second year of appointment, and each subsequent year prior to applying for tenure. The PRC will evaluate the faculty member's accomplishments against the University's expectations as outlined in the letter of appointment and the Criteria Document. The expectations cannot supersede the Collective Agreement. For those faculty members with a hire start date on January 1, the next academic year (the second year of appointment) will be considered to start the July 1 immediately following the January hire.

13:02 Procedures for Review

- (a) The CAO will notify faculty members of the review cycle by June 1 of each year.
- (b) The faculty member is responsible for providing the following information to the CAO's office by October 15 for consideration by the PRC:
 - (i) a copy of the faculty member's current curriculum vitae using a format appropriate to the discipline;
 - (ii) the faculty member's Annual Report(s);
 - (iii) the faculty member's teaching dossier (including a statement of teaching philosophy, sample course outline(s), and a sample lesson plan);
 - (iv) in the second and third review only, a research plan and evidence of scholarly work including publications;
 - (v) in the second and third review only, a service record and evidence of service in both internal and external communities;
 - (vi) in the second and third review only, a two page self-reflexive essay outlining accomplishments, challenges, and areas for growth;

- (vii) other material which the academic staff member deems appropriate;
- (c) The PRC shall solicit all other relevant information for its deliberations, which will include:
- (i) the candidate's letter of appointment;
 - (ii) the candidate's letter(s) of evaluation from previous reviews conducted by the PRC, with any letter of commentary from the candidate that might be attached;
 - (iii) the faculty member's Student Feedback of Teaching (SFoT) for the period under consideration;
 - (iv) written and signed letters or testimony from all relevant parties, including faculty, students, administrative personnel and support staff. Before any written signed letters or testimony that may contain negative commentary can be considered by the PRC, the following must take place:
 - (i) a summary of the content with names redacted is prepared by the CAO
 - (ii) the PRC will then have the opportunity to review the summary prepared by the CAO to ensure the summary is anonymized and accurately captures the content of the negative signed letters or testimony.
 - (iii) the candidate shall be given seven (7) calendar days to respond to the summary;
 - (v) a written evaluation prepared by the Academic Dean;
 - (vi) any material placed in the member's personnel file relating to any matters of discipline arising out of the member's teaching, research or service;
 - (vii) any other information the PRC considers relevant.
- All candidate materials are to be submitted in the prescribed electronic format. All materials will be made available on a secure electronic platform (e.g. Docushare) to the members of the candidate's PRC. The original hard copy is retained in the CAO's Office for consultation.
- (d) As part of its deliberations, the PRC may also seek clarification of any performance related issues relevant to the review from the faculty member either in writing or in person if needed.
 - (e) The PRC shall meet by November 30 to review the faculty member's materials and provide observations based on the Criteria Document.
 - (f) To ensure full and transparent communication, in the second and third annual reviews, the PRC must meet with the candidate to review their findings before completing the process.
 - (g) To receive recommendation for renewal, the member must show reasonable progress towards fulfilling the requirements of the Criteria Document.
 - (h) Candidates undergoing their first pre-tenure review will be renewed automatically. A letter from the PRC outlining their strengths and areas of concern, if any, that the candidate will need to address in preparation for the next review will be provided to the candidate and placed in their file. The letter will offer the candidate an opportunity to meet with PRC for clarification. The candidate has the opportunity to place a written letter of commentary to be attached to the PRC's letter in their file.
 - (i) In the second and third review only, the Peer Review Committee will recommend one of the following as appropriate:
 - (i) renewal of probationary appointment;

- (ii) non-renewal of probationary appointment.
- (j) If the PRC recommends (i) or (ii) above, then the PRC prepares a letter, drafted by the VPAR and approved by all committee members, summarizing its findings and making recommendations about any area of the review that are of concern or areas to improve. This letter is for the President to include with their final letter.
- (k) Before forwarding a negative recommendation to the President, the PRC shall inform the candidate in a summary letter about the intention to and the reasons for a possible negative recommendation. The candidate shall have 14 consecutive calendar days to respond in writing; either party may also request an in-person meeting within the 14 calendar days to discuss the matter. The PRC shall reconsider the file based on the written response and meeting, if held.
- (l) The PRC shall forward its recommendations to the President in a letter, along with all relevant supporting documents and minutes used in the evaluation. The letter, drafted by the VPAR and approved by all PRC members, shall reflect the recommendation of the PRC.
- (m) The President shall have the right to request that the PRC reconsider its recommendation, giving written reasons for the request. If the recommendation from the PRC is not accepted by the President, it shall only be on *bona fide* academic grounds.
- (n) The President shall give notice of the decision to the faculty member by means that require a signature no later than January 14 following the deliberations and recommendations of the PRC. Failure to notify a tenure candidate by January 14 shall result in an automatic renewal of the appointment until December 31 of the same year.
- (o) A decision may be appealed only on grounds outlined in Article 12:05. A member who chooses to appeal shall, within 14 calendar days of the receipt of the official notice of the decision, file an appeal with the President. Candidates appealing a decision have the right to:
 - (i) review the PRC's final letter of recommendation to the President on file in the VPAR's] office;
 - (ii) have access to the following documents compiled by the CAO's office: applicant letter of offer; SFoTs; and anonymized summaries of the letters (prepared by the CAO) used in the evaluation of their dossier.

ARTICLE 14: TENURE/PERFORMANCE REVIEW

14:01 Principles and Guidelines

An appointment with tenure is considered the ultimate safeguard of academic freedom for full-time academic staff appointees. It constitutes a mutual undertaking on the part of the individual that they will perform conscientiously the functions of a teacher and a scholar, who also provides service to the academy. On the part of the University that each full-time member of the faculty shall continue to enjoy academic freedom with an appointment that shall be terminated only in accordance with regulations relating to resignation, retirement, financial exigency or dismissal for cause. The PRC is established to monitor and insure fairness and equity across the University tenure and promotion process. The PRC, chaired by the non-voting CAO, is comprised of members elected from across the University Faculties. The PRC will makes its recommendations to the President with regard to the tenure process.

14:02 Eligibility for Tenure

- (a) A faculty member holding a probationary appointment normally shall be considered for tenure during their fifth year of service in a tenure-track position, but may be considered after fewer than four full years of service as follows:
 - (i) Any faculty member holding the rank of associate or full professor who held tenure at another institution immediately prior to their AU appointment, shall become eligible to apply for tenure after one year of service, unless appointed with tenure at the time of hire (such an appointment is subject to the conditions set out in Article 10:02).
 - (ii) Any faculty member hired having three years or more of full-time university teaching experience (CLTA or tenure-track position) at AU or elsewhere shall become eligible to apply for tenure after two years of full-time teaching, or its equivalent, at AU.
 - (iii) Administrators who are not seconded from AU faculty (hired from outside faculty ranks) are eligible to apply for tenure after two years of service, unless appointed with tenure at the time of hire (such an appointment is subject to the conditions set out in Article 10).
- (b) In the above, full-time teaching shall not include periods of leave under Articles 18.02, 18.04 and 18.05, but will include service as Faculty Chair under Article 6.05 (c).
- (c) A new appointment may be made with tenure in accordance with Article 10:02.

14:03 Criteria for Granting of Tenure

- (a) Tenure is in no sense the right of an academic staff member who has served their time of probation.
- (b) The performance of the academic staff member shall be assessed in accordance with the Collective Agreement.
- (c) Failure to conform to the Collective Agreement compliant conditions specified in the letter of appointment or conditions established in the Criteria Document will normally result in denial of tenure, although exceptional circumstances will be taken into consideration by the PRC.

14:04 Operation of the Tenure System

- (a) The CAO will advise academic staff members of the review cycle by June 1 of each year. Any candidates intending to apply for tenure must submit a letter of intent to the CAO, by July 15.
- (b) The academic staff member is responsible for providing the following information to the CAO's office by October 15 for consideration by the PRC:
 - (i) a copy of the academic staff member's current curriculum vitae using a format appropriate to the discipline;
 - (ii) the academic staff member's Annual Report(s);
 - (iii) the academic staff member's teaching dossier (including a statement of teaching philosophy, sample course outline(s), and a sample lesson plan);
 - (iv) a research plan and evidence of scholarly work including copies of publications;
 - (v) a service record and evidence of service in both internal and external communities;

- (vi) a maximum three-page self-reflexive essay outlining accomplishments, challenges, and areas for growth;
 - (vii) other material which the academic staff member deems appropriate.
- (c) The PRC shall solicit all other relevant information for its deliberations, which will include:
- (i) the candidate's letter of appointment;
 - (ii) the candidate's letter(s) of evaluation from previous reviews conducted by the PRC, with any letter of commentary from the candidate that might be attached;
 - (iii) the faculty member's Student Feedback of Teaching (SFoT) for the period under consideration;
 - (iv) written and signed letters or testimony from all relevant parties, including faculty, students, administrative personnel and support staff. Before any written signed letters or testimony that may contain negative commentary can be considered by the PRC, the following must take place:
 - (i) a summary of the content with names redacted is prepared by the CAO
 - (ii) The PRC will then have the opportunity to review the summary prepared by the CAO to ensure the summary is anonymized and accurately captures the content of the negative signed letters or testimony
 - (iii) the candidate shall be given seven (7) calendar days to respond to the summary
 - (v) a written evaluation prepared by the Academic Dean;
 - (vi) any material placed in the member's personnel file relating to any matters of discipline arising out of the member's teaching, research, or service;
 - (vii) any other information the PRC considers relevant.

All candidate materials are to be submitted in the prescribed electronic format. All materials will be made available on a secure electronic platform (e.g. DocuShare) to the members of the candidate's PRC. The original hard copy is retained in the CAO's office for consultation.

- (d) As part of its deliberations, the PRC may also seek clarification from the candidate either in writing or in person if needed.
- (e) The PRC will recommend in its report either to:
 - (i) Grant tenure;
 - (ii) Deny tenure; or
 - (iii) For a candidate prior to his/her fifth year of service, defer consideration of tenure for an additional year.
- (f) Before arriving at a negative recommendation, the PRC shall provide the candidate with detailed written information as to the negative evidence presented to it and invite the candidate's written response to such evidence, as well as invite the candidate to meet with the PRC. The candidate's written response, if any, shall be given to the PRC within 14 calendar days of having received the information unless a longer time is granted by the PRC, and should precede any meeting with the candidate. The PRC will reconsider the file based on the written response, if any.

- (g) The PRC will forward to the President by December 1 a letter from the PRC including its recommendations. The President shall have access to all the materials considered by the PRC including its minutes.
- (h) The President shall have the right to request that the PRC reconsider its recommendation, giving written reasons for the request.
- (i) If the recommendation of the PRC is not accepted by the President, it shall only be on *bona fide* academic grounds. The President shall give notice to the faculty member by means that require a receipt signature no later than January 21 of the academic year in which the existing appointment is to terminate. Failure to notify the faculty member by January 21 will result in the renewal of the probationary appointment until December 31 of that calendar year.
- (j) A candidate who has been denied tenure by the PRC may appeal only on the grounds outlined in Article 12:05. A member who chooses to appeal shall, within 14 calendar days of the receipt of the official notice of the decisions, file an appeal with the President.
- (k) Tenure shall officially take effect on July 1 following affirmation by the President of the tenure appointment.
- (l) Candidates holding appointments at the level of Assistant Professor, and applying for tenure shall also be eligible to apply for Promotion to Associate Professor in the same year. In such circumstances, the Candidate shall indicate their intent to apply for Associate Professor (see Article 15) and the same application used for tenure will be used by the PRC for the purpose of the promotion application.

ARTICLE 15: PROMOTION REVIEW

15:01 Principles and Guidelines

The work of an academic member of a modern university falls into a number of categories including teaching, scholarship and research, professional activities, work at the departmental, divisional and university levels, and activities related to the community. It is generally accepted that contributions to teaching, scholarship and research should receive paramount consideration in any promotion, but that recognition must also be given for valuable contributions to the university, for professional achievement, and for contributions to the community.

For a definition of teaching, scholarship/research and service, see Article 2:03, 2:04 and 2:05.

15:02 Eligibility for Promotion

Promotion is in no sense automatic that is depending only on length of service at this university or other universities. A faculty member shall ordinarily spend a minimum number of years in each rank before becoming eligible for the next highest rank and must expect to demonstrate a standard of effectiveness appropriate to the rank sought. The Criteria Document provides guidelines for the Peer Review Committee when considering minimum qualifications of faculty relative to each rank. Each application will be considered on its own merits and special types of experience or achievement will be given their own weighting. The following points should be noted:

- (a) It does not follow that faculty who have these qualifications may claim a right to promotion.
- (b) Requests for accelerated promotion will be considered on their merits where exceptional grounds exist.
- (d) A decision to promote shall be based both academic and professional merit.

15:03 Criteria for Granting of Promotion

- (a) Promotion is in no sense the right of an academic staff member who has served their time of probation or a given number of years in the institution.
- (b) The performance of the academic staff shall be assessed in accordance with the Criteria Document.
- (c) Failure to conform to the Collective Agreement compliant conditions specified in the letter of appointment or conditions established in the Criteria Document will normally result in denial of promotion, although exceptional circumstances will be taken into consideration by the PRC.

15:04 Operation of the Promotion System

- (a) The CAO will advise academic staff members of the review cycle from June 1 of each year. Any candidates intending to apply for promotion must submit a letter of intent to the CAO, by July 15.
- (b) The academic staff member is responsible for providing the following information to the CAO's office by October 15 for consideration by the PRC:
 - (i) a copy of the faculty member's current curriculum vitae using a format appropriate to the discipline;
 - (ii) the academic staff member's five most recent Annual Report(s);
 - (iii) the academic staff member's teaching dossier (including a statement of teaching philosophy, sample course outline(s), and a sample lesson plan);
 - (iv) a research plan and evidence of scholarly work including copies of publications;
 - (v) a service record and evidence of service in both internal and external communities;
 - (vi) a maximum three-page self-reflexive essay outlining accomplishments, challenges, and areas for growth;
 - (vii) other material which the family member deems appropriate.
- (c) The PRC shall solicit all other relevant information for its deliberations, which will include:
 - (i) the candidate's letter of appointment;
 - (ii) the candidate's letter(s) of evaluation from previous reviews conducted by the PRC, with any letter of commentary from the candidate that might be attached;
 - (iii) the faculty member's SFoTs for the past five years;
 - (iv) written and signed letters or testimony from all relevant parties, including faculty, students, administrative personnel and support staff. Before any written signed letters or testimony that may contain negative commentary can be considered by the PRC, the following must take place:
 - (i) a summary of the content with names redacted is prepared by the CAO
 - (ii) The PRC will then have the opportunity to review the summary prepared by the CAO to ensure the summary is anonymized and accurately captures the content of the negative signed letters or testimony
 - (iii) the candidate shall be given seven (7) calendar days to respond to the summary

- (v) a written evaluation prepared by the Academic Dean;
- (vi) any material placed in the member's personnel file relating to any matters of discipline arising out of the member's teaching, research, service, or other performance;
- (vii) any other information the PRC considers relevant.

All candidate materials are to be submitted in prescribed electronic format. All materials will be made available on a secure electronic platform (e.g. Docushare) to the members of the candidate's PRC. The original hard copy is retained in the CAO's office for consultation.

- (d) As part of its deliberations, the PRC may also seek clarification from the candidate either in writing or in person if needed.
- (e) The PRC will recommend in its report either to:
 - (i) grant promotion;
 - (ii) deny promotion.
- (f) If the PRC recommends (i) in (e) above, then the PRC prepares a letter, drafted by the CAO and approved by all PRC members, summarizing its findings. This letter is for the President to include with their final letter.
- (g) Before arriving at a negative recommendation, the PRC shall provide the candidate with detailed written information as to the negative evidence presented to it and invite the candidate's written response to such evidence, as well as invite the candidate to meet with the PRC. The candidate's written response, if any, shall be given to the PRC within 14 calendar days of having received the information unless a longer time is granted by the PRC, and should precede any meeting with the candidate. The PRC will reconsider the file based on the written response, if any.
- (h) The PRC will forward to the President by December 1 a letter from the PRC including its recommendations. The President shall have access to all the materials considered by the PRC including its minutes. Should there be a delay through no fault of the candidate and the PRC has not forwarded its recommendation by the December 1 deadline, then the candidate will be informed and will have the right to update their application dossier for the next deadline of October 15.
- (i) The President shall have the right to request that the PRC reconsider its decision, giving written reasons for the request.
- (j) If the recommendation of the PRC is not accepted by the President, it shall only be on *bona fide* academic grounds. The President shall give notice to the faculty member by means that require a receipt signature no later than January 21 of the academic year in which the existing appointment is to terminate. Failure to notify the faculty member by January 21 will result in the current rank being sustained for one year.
- (k) A candidate who has been denied a promotion by the PRC may appeal only on the grounds outlined in Article 12:05. A member who chooses to appeal shall, within 14 calendar days of the receipt of the official notice of the decision, file an appeal with the President. Candidates appealing a decision have the right to:
 - (i) review the PRC's final letter of recommendation to the President on file in the CAO's office;
 - (ii) have access to the following documents compiled by the CAO's office: applicant letter of offer; SETs; and anonymized summaries of letters (prepared by the CAO's Office) used in the evaluation of their dossier.

- (j) Promotions shall officially take effect on July 1 following affirmation by the President of the promotion.

ARTICLE 16: TERMS AND CONTITIONS OF EMPLOYMENT AND LEAVE

16:01 Health and Safety

The employer recognizes the right of the bargaining unit members to a safe and healthy workplace as provided for under the *Occupational Health and Safety Act of Ontario* (the "Act") and its related regulations. The employer recognizes its obligations under Sections 25 and 26 of the Act, in particular Section 25(2)(h) to take every precaution reasonable in the circumstances for the protection of the worker. The bargaining unit members also recognize their responsibilities as outlined under Section 28 of the Act. It is agreed that both parties will cooperate towards the prevention of accidents and the promotion of health and safety.

16:02 Workload

- (a) (i) Faculty workload consists of three principal areas of endeavour: 1) Teaching, 2) Scholarly Activity (defined as research, scholarship or creative activity), and 3) Service to the University and broader communities.
- (ii) Due to the small size of the University and the willingness of the members to offer a sufficient range of courses to maintain viable programmes, the normal teaching load defined in Article 16:02 (a) (v) is somewhat high. As a consequence, it is recognized that less time may be devoted to other activities as specified in article 16:02 (a) (i) than is the practice at larger Canadian universities.
- (iii) Teaching will normally take place during the fall/winter terms, but may be subject to alternate scheduling as specified in Article 16:02 (a) and (b). Scholarly activity and service continue as year-round activities, with the exception of the annual twenty-two days vacation time.
- (iv) In addition to the academic activities specified above, the University requires that faculty be involved in the counselling and supervision of students.
- (v) (a) The standard teaching load for all faculty, is fifteen credits per year. In addition, for courses with a scheduled weekly three-hour laboratory, the laboratory will be taught by laboratory instructors, except through prior special written arrangement with the Dean, in which case the faculty member instructing his or her own laboratory if approved will receive half an overload stipend or half an equivalent course credit reduction for so doing. In the case of team- taught courses, each Member shall receive credit for that portion of the course delivered by them, on a pro-rated basis.
- (b) For sabbatical purposes, a twelve-month sabbatical ending June 30, 2011, will be followed by an academic year with a fifteen-credit teaching load. A six-month sabbatical ending in December 2011 or thereafter will be followed by a semester with a nine-credit teaching load, and the member will bank the extra 1.5 course credits.
- (vi) The staffing numbers of non-lecture teaching sessions - defined as laboratories, tutorials, seminars, thesis student supervision, field trips, experiential or other sessions that appear in the Calendar - shall be the responsibility of the Academic Dean. However, to

ensure continuity with the lecture portions, all appointments shall be recommended by the Departments and Divisions concerned.

- (vii) It is recognized by the parties that certain positions require unusually large amounts of time to be performed effectively.

Remuneration for these positions are outlined in Article 35:

- Departmental Chairs
- Divisional Chairs
- Union Executive
- Director of Social Work
- Director of NORDIK

- (viii) Full-time Faculty members shall have the right of first consideration for all academic credit courses, providing the course is within their area of expertise.

(b) Assignment and Distribution of Workload

- (i) The teaching workload assignments of members shall be recommended by the Department and Division, by May 15th of each year to the Dean for approval. The Dean is responsible for ensuring that teaching assignments are fair and equitable. This also includes teaching overloads. Factors to be taken into account when assigning a member's workload shall include, but not be limited to, a consideration of the following:

- The number of new course preparations (in particular for new faculty members)
- Programme needs
- Preparation and/or design of new academic programmes/certificates/degrees
- Research commitments
- Class size and assistance available
- Teaching loads of the member in previous years

- (ii) Faculty Members may apply in writing to the Academic Dean, with a copy to the Divisional Chair, by April 15, requesting a three (3) credit reduction in assigned teaching duties for the following year. By May 15, following consultation with the Department and Division, the Dean shall reply in writing to this application indicating the member's assigned teaching load for the forthcoming year, and giving reasons should the application be denied. Teaching load reductions must in all cases be justified by a corresponding increase in other duties, such as research, must be mutually beneficial to the University and the member, must be acceptable to the Department and shall not jeopardize the delivery of the academic programme. Teaching load reductions are in no way an automatic entitlement. In the case of dispute, the Divisional Peer Review Committee will review the matter, and provide a written recommendation to the Dean.

A member will reimburse the University for the cost of the teaching load reduction through monies received by the member from an external grant or through a salary reduction; such cost shall include cost of part-time faculty replacement at the time of the request, 12% mandatory employee related costs, plus 5% administrative fees on the estimated salary cost. Exact terms in each individual case will be negotiated between the University and the Union.

- (iii) It is understood that maximal class size may be established for certain courses based on the nature of the materials studied, the nature of the work requirements for students, size of facility available and issues of safety. Such decisions will be made by the Academic Dean following receipt of recommendations from Senate.

- (iv) The University recognizes the benefit for faculty members to have marking assistance in large-enrolment courses, and shall provide funds to enable faculty members teaching in excess of 125 students to access marking/grading assistance appropriate to their needs.

The member should make this request to the Academic Dean on the last add/drop day of classes. Upon this request and confirmation of the enrolment in the class, the University shall provide a minimum of \$250.00 for marking/grading assistance or as a stipend to the faculty member.

- (v) The University reserves the right to cancel under-enrolled courses. Faculty members who have an under-enrolled course cancelled may choose to make up that teaching load in any subsequent term within the following eighteen months, failing which the Dean will assign an additional course to the Faculty member in consultation with the Department and Division concerned. Any courses voluntarily taken up or imposed in accordance with this clause shall not be considered to be overloads.
- (vi) A Faculty member is entitled to one non-teaching term in each academic year. This term may be fall, winter or spring.
- (vii) Each Department, in preparing its academic programme for each upcoming session, may – when it is academically advantageous – request that one of its full-time members distribute his or her workload so as to offer nine (9) credits during the fall-winter session and six (6) credits during either the spring or summer sessions, as of July 1, 2011. No Faculty member shall be compelled to redistribute course load more than once every three years.
- (viii) In cases where no proposal for redistribution is forthcoming from a Department, and where the Dean believes redistribution is academically necessary or advantageous, the Dean may request that the Department reconsider giving written reasons for this decision. The Dean, upon recommendation from the Senate, may demand such redistribution when it is deemed to be in the best interest of academic planning.
- (ix) Faculty members may be excused from the obligations in Articles 16:02 (b) (vii) and (viii) in cases where it cannot be demonstrated that a redistribution of course load will result in academic advantage, or where a Faculty member can demonstrate that severe professional or personal hardship will result.
- (x) In consultation with the Department, the relevant Division and the Dean, and with their consent, a Faculty member may elect to redistribute his or her workload over the spring and one of the fall or winter sessions. In the event of such redistribution, the Faculty member will be available during the non-teaching term for service, scholarly activities and student academic advising equivalent to those expected during a teaching term. Any vacation period will be scheduled for the non-teaching term.

Under the terms of this section, if the faculty member leaves the employ of Algoma University within 12 months of taking a course load reduction, he/she will reimburse the University 100% of the cost of the sessional instruction for that course load reduction.

(c) Teaching Overload

- (i) A Faculty member may choose, but shall not be compelled, to teach overloads in any term. In no case will a Faculty member teach more than nine credits as overloads per twelve-month period. Faculty members may only teach two overloads in one term with prior written approval by the Dean. All overloads must be communicated in writing to the Office of the Dean by the Department Chair.

- (ii) A Faculty member accepting an overload teaching assignment may elect for one of two possible methods of recompense. In accepting an overload assignment, faculty members may
 - Elect to be paid at the current overload rate of pay (see Article 35:10 and 35:11). Overloads will be paid in one lump sum at the end of the contract; or
 - Elect to bank three credits for teaching relief at a future date. Prior approval must be arranged with the Divisional Chair and the Academic Dean. The maximum number of banked credits may not exceed 9 credits at any time.
- (iii) When a Faculty member wishes to use banked teaching credits for a full research term with no on-campus presence for service or other faculty responsibilities, then the Member must provide a full research proposal to the Dean by April 15th of the full calendar year before such a research term would take effect. By May 15th, and following consultation with the Department and Division, the Dean shall reply in writing to this application and shall give reasons should the application be denied. A full research term must in all cases be justified by a corresponding increase in research, must be mutually beneficial to the University and the member, must be acceptable to the Department and shall not jeopardize the delivery of the academic programme. A full research term is in no way an automatic entitlement. In the case of dispute, the Divisional Peer Review Committee will review the matter, and provide a written recommendation to the Dean.

16:03 Teaching Locations

Definitions:

For the purposes of this clause, three teaching locations shall be identified and defined:

- “Primary” campus teaching refers to the location to which the member usually reports for work and where the member’s faculty office is located.
 - “Local” teaching is teaching within a fifty (50) kilometer radius of the primary campus and within the city limits where a member’s Primary campus is located.
 - “Off-site” teaching is teaching outside the radius of “local” teaching.
- (a) All actual and reasonable transportation costs associated with “local” teaching (such as parking costs, bridge tickets, the standard university kilometre rate or local transportation, including taxis) will be borne by the University.
 - (b) No Faculty member shall be required to teach at the “primary campus” and in more than one “local” site on a single day. Classes shall be scheduled in a way to permit ample transition time between locations.
 - (c) Faculty members shall not be required to teach “off-site” courses if they have reasonable grounds for not so doing, but faculty members shall not unreasonably withhold consent. “Off-site” courses will only be scheduled following consultation with faculty.
 - (d) Faculty members teaching “off-site” Algoma University courses shall be reimbursed for all actual and reasonable costs of travel to and from the place of teaching, meals and accommodation if necessary. This reimbursement shall take the form of either the standard university kilometre rate, with rental vehicles used for extensive travel, or bus, train or plane ticket costs as appropriate.
 - (e) In addition to the expenses covered by the university for “off-site” teaching, members engaged in “off- site teaching” will be allowed to charge the expenses of one extra day and night – to be used at either end of their teaching duties, as reasonable considering distance involved. Consideration

will be given on an individual basis to coverage of extraordinary child-care or elder-care expenses to a maximum of \$50/day.

- (f) See Article 35:12 for stipends associated with “off-site” delivery.

16:04 Distance Education

Distance courses include, but are not limited to courses that are taught by correspondence, teleconferencing, videoconferencing and the Internet. Distance courses do not include courses that are taught in person, whether they are taught off campus or off-site. Distance courses may be included in a member's normal teaching load only with the consent of both the Member and the Academic Dean. Such consent shall not be withheld unreasonably.

- (a) A request to develop and/or offer a distance course must be submitted to the Curriculum Committee by the Division.
- (b) The University shall endeavour to provide appropriate resources and support to faculty members developing distance education courses to ensure that quality products are developed.
- (c) The Curriculum Committee shall approve the delivery method of each course proposed for distance delivery. Approval will take into consideration the match of content and delivery mechanism, and the quality of the learning experience available to distance students. The Curriculum Committee will use the services of Internal and/or External Academic Experts in their deliberations. This prior approval of the Curriculum Committee is obligatory before any course is offered by distance delivery.
- (d) Distance course delivery shall be assessed by the Department to ensure the delivery method achieves the learning objectives.
- (e) There will be a distance education stipend; see article 35:07. This does not apply to courses taught off-campus.

16:05 Reading Course

Reading courses are offered as individual instruction on a case-by-case basis as needed to enable a student to complete his/her academic programme in a reasonable time frame. It is understood that reading courses do not constitute a primary means of delivery of an academic programme.

- (a) The Dean and the Registrar shall approve all requests to offer reading courses.
- (b) Faculty must submit a course outline with each request for a reading course, outlining the delivery mechanism, the main content, and the evaluation scheme.
- (c) Faculty members shall not be required to teach reading courses if they have reasonable ground for not so doing, but faculty members shall not unreasonably withhold consent. No faculty member shall be expected to teach more than one reading course per two years.
- (d) See Article 35:09 for the stipend for instructing reading courses.

16:06 Extension Programming

Extension programming is any university programming delivered to students away from the main campus in Sault Ste Marie either through traditional face-to-face instructional methods or through distance education or any combination of the two. Extension Program courses may be included in the member's normal teaching load only with the consent of the Member, the Department, and the Academic Dean.

When either the University or a particular academic department wishes to develop a proposal for extension programming leading to a specific credential, it shall consult with the other party from the outset.

No proposal for the offering of a credential shall be advanced with external partners until the University and the department have an agreement on the terms under which the programming will be delivered.

ARTICLE 17: TERMS AND CONDITIONS OF SABBATICAL

17:01 Sabbatical Leave

- (a) The purpose of sabbatical leave is to foster the pursuit of knowledge and serve the academic and scholarly objectives of the University by affording faculty members the opportunity to maintain and enhance their academic and professional competence free from normal on-campus teaching, research and service obligations. Sabbatical leave is intended to promote intensive scholarly and professional activity through sustained periods of concentrated research and study, contemplation and creative work and through the extension of the range of contacts of academic staff to other places, experiences and ideas. The parties to this Agreement acknowledge a joint responsibility to encourage the effective use of sabbatical leaves so as to strengthen the University in the achievement of its objectives.

Sabbaticals are normally considered to be for 12 months in duration, categorized as a full sabbatical. However, an academic staff member may choose to apply for a half sabbatical (6 months).

- (b) Conditions

- (i) Tenured academic staff members shall be eligible for a full sabbatical leave after completing a minimum of six years of full-time service at the University or a half sabbatical after 3 years. A member's service for purposes of sabbatical leave shall be calculated from the date of his/her initial tenure track appointment by the University or from the date of expiry of his/her last sabbatical leave, whichever is later. Time spent on sabbatical leave, study leave, leave without pay, long-term disability or the member's last year of employment does not count towards sabbatical eligibility. Accumulation towards subsequent sabbatical leaves begins upon completion of the sabbatical.

Years of full time service at Algoma University immediately prior to a tenure-track appointment may be counted towards early sabbatical entitlement, providing tenure has been awarded.

- (ii) The taking of sabbatical leave is subject only to the following conditions:
 - (a) Arrangements satisfactory to the Department and the Dean can be made to cover the member's absence. In the case of Research Chairs who run Institutes, arrangement satisfactory to the institute/centre and its operation can be made to cover the member's absence.
 - (b) The academic activities proposed by the member are approved on the basis of their academic or research merit.
 - (c) The accomplishments of the member on previous sabbatical leaves taken under the terms of this Article reasonably fulfilled the member's sabbatical responsibilities.
 - (iii) A sabbatical leave can either be for a period of six or twelve months, commencing on either the 1st day of January or July. A sabbatical leave includes the appropriate vacation entitlement proportional to the length of leave. If a member chooses to take a 6-month sabbatical leave, he/she will be required to teach 3 courses in the non-sabbatical part of the academic year in which the sabbatical is taken and the member will bank the extra 1.5 course credits.

- (iv) A member on sabbatical leave shall receive 85% of the member's nominal salary had he/she been pursuing his/her regular duties at the University during the period of leave. Notwithstanding, the first 12 month sabbatical will be remunerated at 90%.
- (v) A member on sabbatical leave shall continue to receive all fringe benefits and shall suffer no loss in rank or position because of such leave. The University agrees to provide a portion of the sabbatical leave stipend as a research grant, upon the member's request, up to the limit provided for and under the conditions allowed by the Income Tax Act.
- (vi) While on sabbatical leave a member may accept paid employment outside the University, provided the paid employment does not prevent the sabbaticant from fulfilling the obligations undertaken in the sabbatical application. Faculty who do so, are obliged to report such activity when applying for a sabbatical leave, its contract length (including hours and weeks) and what effect it will have on the objectives specified in their sabbatical application. In the event that the paid employment starts after approval of a sabbatical leave, it is the responsibility of the member to inform the PRC.
- (vii) When a member takes a sabbatical leave of twelve months' duration, all accumulated years of eligibility entitlement are exhausted. When the sabbatical leave is of six months' duration, all accumulated years of eligibility entitlement except three are exhausted. However, any member who has been awarded an approved sabbatical leave, and then has to defer the sabbatical for academic reasons and/or departmental need as per Article 17:01 (c) (v), that member shall be granted that sabbatical as soon as possible, and eligibility for the subsequent sabbatical shall be accumulated as if the member had taken the sabbatical as originally scheduled.
- (viii) A member who takes sabbatical leave will return to Algoma University for at least the year following the sabbatical, unless this obligation is waived by mutual agreement between the University and the member. A member not returning will be liable for 1/6 of the nominal salary during sabbatical.
- (ix) Notwithstanding Article 17:01 (b) (viii), any member taking a final sabbatical within seven years of normal retirement will not be obligated to return to the University following the completion of their sabbatical leave, at which time their employment ceases.
- (x) On his/her return from sabbatical leave, a member is obligated to file with the Academic Dean a Sabbatical Leave Report on his/her activities during the sabbatical year as noted in 17:01 (c) (i) within sixty (60) days of the expiry of the member's sabbatical leave.
- (xi) The PRC will meet in a timely fashion to review the Sabbatical Leave Reports. The Committee will meet with the sabbaticant and will provide a written evaluation for the PRC's files of the sabbatical accomplishments.
- (xii) Failure to provide this sabbatical activity report will jeopardize a member's subsequent sabbatical application.

(c) Procedures

- (i) Complete, fully documented sabbatical leave proposals must be submitted to the PRC no later than October 1st of the academic year immediately preceding the year the sabbatical is proposed to be taken. A sabbatical leave proposal shall contain the report of the previous sabbatical (if applicable); an outline of the proposed plans which explains why these should contribute to the member's scholarly, pedagogical or professional development; an updated curriculum vitae; an explanation of the locale chosen; a summary of the member's preparation for that project; and a statement of scholarly

and/or professional achievements since the previous sabbatical, which may take the form of the Annual Reports submitted since the previous sabbatical. Late applications will not be considered by the committee and requests will be postponed until the following year.

- (ii) The PRC will meet by October 15 to review sabbatical submissions for the forthcoming year. Denial of a sabbatical application shall be based only on one or more of the following grounds: the candidate did not sufficiently fulfill previous sabbatical commitments; there is insufficient evidence of research/scholarly/creative activity since the previous sabbatical leave; the proposed leave is unlikely to contribute to the member's scholarly, professional or pedagogical development; and/or in the case of professional leaves that the leave is not sufficiently in the interests of the University.

Where a candidate's application appears problematic to the Committee, the candidate shall be invited to appear before the Committee. The candidate must be made aware of all factors that make the application problematic, and must have an opportunity to address those issues.

- (iii) The PRC will make its recommendations on awarding/denying sabbatical leaves to the President by November 15th of the same year. The President, after consultation with the Board and departments concerned regarding the fiscal and academic implications respectively of leave applications, will make the final recommendation on specific sabbaticals. The President will communicate such decisions to the individuals and Departments concerned.
- (iv) When a sabbatical leave is denied, the President shall forward to the faculty member, on or before December 15th, a detailed written statement containing the reasons for the denial and the specific evidence on which the denial is based. A member so affected shall have full access to the grievance and arbitration procedures established under Article 31 of the Agreement. When a sabbatical leave is denied on any of the grounds in 17:01 (c) (ii), faculty members must wait a full 12 month period before reapplying and until the member is successful in securing a sabbatical leave approval, no further sabbatical entitlement shall be earned.
- (v) In the event that it is necessary on financial and/or program grounds for the designated CAO to require a postponement of a sabbatical leave, the member shall be informed no later than January 15. In such a case, a member has the option to receive either two (2) years credit towards his/her next sabbatical or an additional 5% of his/her salary for the postponed sabbatical year. In no case may such a postponement be for more than one year.
- (vi) Should a member with a sabbatical leave confirmed by the Board wish to postpone the leave, he/she shall do so only for valid academic reasons, and permission to do so shall be sought from the designated CAO at least two months prior to the planned commencement of the leave. If postponement of approved leave is approved, the member does not have the right of precedence over colleagues in the University's sabbatical leave plan, but he/she accumulates the year's credit for the year of postponement. In no case may such a postponement be for more than one year. Where a member postpones a sabbatical leave without formal approval, he/she loses credit towards sabbatical leave for the period of postponement and he/she loses the right of precedence over colleagues in the University's sabbatical leave plan.

- (vii) Sabbatical leaves are granted only for the purpose(s) specified in the member's application. Any changes that are contemplated after approval of the application must receive the approval of the designated CAO.
- (d) Faculty members who are 60 years of age or older and who have accumulated a minimum of three years since their last sabbatical will be entitled to apply for and receive, if granted by the TPC, a six-month terminal sabbatical leave (at 85% of their salary). For pension purposes, their salary will be calculated at the member's nominal salary. Each year accumulated beyond three years will increase the amount of salary during the leave by five (5) percent per year, but not to exceed 100% salary. The member will be required to follow the same application procedure as for a normal sabbatical, with a letter of intent to be submitted no later than July 15th of the academic year proceeding the year in which he/she is eligible. The member must make an irrevocable commitment to retirement when submitting the letter of intent. The Peer Review Committee will judge the merits of the application on the same basis as for all other sabbatical leaves, but the leave shall not be denied on financial grounds.

ARTICLE 18: TERMS AND CONDITIONS OF LEAVE

18:01 Vacation for Faculty

The academic year shall normally be from July 1st to the subsequent June 30th. Members are entitled to twenty-two (22) vacation days per academic year, payment for which is included in the annual salary. The Dean's Office must be advised of all members' holiday plans for the upcoming year by July 1st. For new faculty hired on July 1 the notification date for a members' holiday plans will be extended to September 1.

- 18:02 Faculty members shall arrange their vacation period(s) in consultation with their Department Chair, and librarian members with the University Librarian. Every effort shall be made to comply with academic staff requests in scheduling vacations, with due regard to the continued effective functioning of the instructional program and the needs of the students.

There shall be no additional remuneration to a member who chooses to work through all or part of his or her vacation. A member is required to take his or her vacation in the year that it is earned and during a non-teaching term. No vacation leave may be carried forward from year to year.

- 18:03 Academic staff shall be entitled to all statutory holidays as proclaimed under federal and provincial authority and to any other such days as may be proclaimed under the authority of Algoma University.

18:04 Vacation for Librarians

- (a) Full-time librarian members are entitled to twenty-two (22) consecutive working days of official vacation during each calendar year of service.
- (b) It is the member's responsibility to ensure that this vacation entitlement is taken each year. Vacation shall be taken at times mutually agreeable to the member and the University Librarian. Agreement shall not be unreasonably sought or withheld. Pay will continue during the vacation at the member's normal basic rate. A maximum of five (5) days vacation may be carried over for one year only, provided that the Director of Library has approved it in writing.
- (c) Vacation entitlement for periods of service of less than one (1) year shall be on a pro-rated basis.
- (d) Professional librarian members shall be entitled to statutory holidays with pay on each of the following days: from noon on Christmas Eve through to and including January 1st, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day.

18:05 Short-Term/Professional Absence from Campus

- (a) When a faculty member is required to be absent during his or her teaching term, such absence shall be approved in writing, in advance, by the Department and Faculty Chair. Student contact time must be rearranged in a manner that maintains the integrity of the course syllabus and learning outcomes.
- (b) When a librarian member is required to be absent in pursuit of his/her research or other professional activities, such absence shall not interfere with his/her scheduled duties and shall be approved in writing, in advance, by the University Librarian.

18:06 Workplace Safety Insurance Board (WSIB) Benefits – Occupational Illness or Injury

- (a) Academic staff members may be eligible for WSIB benefits for an occupational illness or injury that results in health care or lost time.
- (b) Sick leave benefits will be reduced by the amount of any Workers' Safety Insurance Board (WSIB) benefits or similar disability income benefits, which the faculty/librarian member is eligible to receive by reason of accident or illness benefits from a government plan, except Employment Insurance.

18:07 Political Leave

The Board may, upon written request from an academic staff member, grant leave of absence as follows to academic staff members who are candidates for office in the Parliament of Canada or a Provincial Legislature. Such consent shall not be unreasonably withheld.

- (a) The member shall make every attempt to give the greatest possible notice of intention to run for political office and shall actively cooperate in arranging substitutions necessary to ensure the uninterrupted continuance of the academic activities of Algoma University.
- (b) If elected to any of the above offices, the member shall be entitled to full-time leave of absence without pay during his term of office. Such leave of absence and the member's employment will be automatically terminated after five years.
- (c) No member elected to public office shall be required to take full-time leave of absence without pay if he demonstrates that the responsibilities of the office will not interfere with his performance of full or partial academic duties.

18:08 Court Leave

Paid leave shall be granted to any member required to be a witness or juror by anybody in Canada with powers of subpoena. The Board agrees to pay the member the difference between his salary and any remuneration received by the member for jury or witness duty. The member shall notify the Board immediately upon his notification that he will be required to attend court and present proof of service requiring his attendance.

18:09 Leave of Absence Without Pay

A member may apply to the President for a leave of absence without salary for a mutually agreed period not to exceed two years. The parties recognize that such leave should be mutually beneficial to the member and the University and recognize further the responsibility of the University to ensure the uninterrupted continuation and quality of the academic activities of the University in which members are involved. Permission shall not be unreasonably withheld. A member on leave under this Article 18.05 shall be entitled at his/her sole expense to participate in any or all of the benefit plans from time to time in force, provided the plans so permit. A faculty member must provide to the President written notice of his/her intention to return at the conclusion of leave, one hundred and fifty (150) days prior to the date of such conclusion.

18:10 Self-funded leave

Members may request a one over two, two over three, three over four or four over five payment structure. For pension purposes, the member and the institution will make contributions based on the nominal salary, not the reduced salary. Full benefits will continue. There is no obligation to return to AU after the year of paid leave if the member fully declares his/her intentions when applying for the self-funded leave. For pension reasons, a terminal sabbatical cannot immediately follow a four over five leave.

Permission to enter a self-funded leave payment structure must be obtained from the Academic Dean twelve months prior to commencing the arrangement. The parties recognize that such leave should be mutually beneficial to the member and the University and recognize further the responsibility of the University to ensure the uninterrupted continuation and quality of the academic activities of the University in which members are involved. The Dean will take into account departmental scheduling in making his/her decision. Permission will not unreasonably be withheld.

18:11 Medical Leave – Non-Occupational Illness or Injury

- (a) The University shall maintain a sick leave benefit plan for every member.
- (b) Academic Staff members are eligible for a sick leave benefit for a non-occupational illness or injury up to a maximum of six months from the date of disability due to an illness or injury, for each separate disability cause, excluding maternity which shall be covered by the provisions of Article 18:15 and 18:16. Illness or injury of duration of more than six months will be dealt with according to the provisions of the University's Long-Term Disability Plan.
- (c) Members shall be entitled to sick leave benefits for each day of absence based on eligibility at 100% of his/her salary subject to a sub plan agreement with the Employment Insurance Commission.
- (d) For illness or injury exceeding a period of ten consecutive working days, the member will be required to apply for employment insurance sick benefits through Service Canada. The University will provide top-up of EI benefits to 100% of his/her salary.
- (e) In order to have a sick leave benefits period reinstated up to the maximum, the members who have been absent and in receipt of sick leave benefits must return to work for at least one full working day in the case of a completely unrelated and different disability cause, and for thirty calendar days in the case of the same disability cause.
- (f) On the first and any subsequent day of absence due to illness or injury, the member shall notify the Dean or the University Librarian as early as possible, and include its expected duration. This information will be forwarded to the Director of Human Resources.

18:12 Provision of Medical Documentation

- (a) Medical documentation from the treating health care professional shall be submitted to the Director of Human Resources after five consecutive days of absence due to non-occupational illness or injury.
- (b) In the event of frequent or habitual absence due to illness for periods of less than five (5) working days, the Director of Human Resources may request that the member provide medical documentation from the treating health care professional within a reasonable length of time upon returning to work. When an absence is prolonged, monthly medical updates may be required in order to ensure continuation of salary.

18:13 Return to Work and Accommodation

- (a) Prior to a return to work after a medical leave of more than ten (10) working days, the member will provide a written statement from their treating health care professional to the Director of Human Resources.

- (b) The written statement from the treating health care professional must outline if the member is able to return to work on a full-time basis without restrictions; or, outline the capabilities and limitations, with the nature and duration of any work restriction described.

18:14 Other Medical

- (a) When a Member's behaviour raises substantial doubt as to his/her physical or mental health, the University may request a medical examination. The Union shall be notified when such action is taken.
- (b) Normally, contractual decisions on reappointment or tenure/permanence for an employee on medical leave will be extended by an equivalent period of time. If any employee elects to proceed with such decisions during a medical leave, he or she shall provide the Director of Human Resources with written notice of his or her intention to do so, accompanied by supporting medical clearance.

18:15 Pregnancy Leave

A pregnant employee who has been employed for at least thirteen (13) weeks before the expected date of delivery shall be entitled to seventeen (17) weeks pregnancy leave of absence as defined in the Employment Standards Act (Ontario) and Employment Insurance legislation.

A member of the academic staff upon application to the Academic Dean shall be granted pregnancy leave of absence subject to the following conditions:

- (a) The leave may commence at any time during the seventeen (17) weeks preceding the expected date of delivery. The member shall not return to work prior to the expiration of six (6) weeks following the actual date of delivery except with the approval of the University on the advice of a legally qualified medical practitioner.
- (b) Any leave of absence immediately preceding or following such a pregnancy leave will be considered without pay.
- (c) The member shall make written application to the Academic Dean at least eight (8) weeks prior to the start of the academic semester or the date she intends to commence her leave, whichever is sooner, and at that time will provide the University with medical documentation from a legally qualified medical practitioner stating the expected date of delivery.
- (d) The member shall give notice to the Academic Dean of her intention to return to work at least eight (8) weeks prior to the scheduled completion of her leave.
- (e) During pregnancy leave of absence, a member shall continue to participate in the pension plan and other benefit plans she is currently enrolled in as set out in this Collective Agreement. The employee and employer shall each continue to pay their applicable share of contributions and/or premiums, unless the employee elects not to do so in writing.
- (f) In cases of exceptional circumstance, the father may apply for the above benefits.
- (g) An employee on pregnancy leave of absence may elect to defer contractual decisions on reappointment or tenure/permanence by an equivalent period of time. When an employee elects to defer such decisions, she shall provide the Academic Dean written notice of her intention to do so.

18:16 Parental and Adoption Leave

An employee on pregnancy leave of absence may take a further thirty-five (35) weeks parental leave of absence as defined in the Employment Standards Act (Ontario).

A leave of absence of up to thirty-seven (37) weeks is available to any new parent who has been employed for at least thirteen (13) weeks. Such leave shall be pursuant to the provisions of the Employment Standards Act (Ontario). Parent includes a person with whom a child is placed for adoption and a person

who is in a relationship of some permanence with a child. Such leave shall be subject to the following conditions:

- (a) During parental leave, members shall continue to participate in the pension plan and the other benefit plans they are currently enrolled in as set out in this Collective Agreement. The employee and the employer shall each continue to pay their applicable share of contributions and/or premiums, unless the employee elects not to do so in writing.
- (b) If not already on pregnancy leave of absence, the member shall make written application to the Academic Dean at least eight (8) weeks prior to the start of the academic semester or the date she/he intends to commence her leave, whichever is sooner.
- (c) The employee shall give notice to the Academic Dean of her/his intention to return to work at least eight (8) weeks prior to the scheduled completion of her/his leave.
- (d) An employee on parental leave may elect to defer contractual decisions on reappointment or tenure/permanence by an equivalent period of time. When an employee elects to defer such decisions, she/he shall provide the Academic Dean written notice of her/his intention to do so by the appropriate date as stipulated in Articles 13, 14 or 15.
- (e) The parties agree that the provisions of this Article shall be no less than those in the provincial Employment Standards Act (Ontario) and Employment Insurance legislation as may be further amended. Differences in the interpretation of this Article shall be resolved based on consistency with the Acts.
- (f) The above conditions also will apply in the case of adoption.

18:17 Supplementary Employment Benefit Plan

During a period of Pregnancy/Parental leave of absence, the member will be eligible upon application to the Academic Dean for payments made according to a Supplementary Employment Benefit Plan which provides for the following: for the one (1) week EI waiting period, payments equivalent to ninety-five percent (95%) of the salary and allowances that would have been received had the member not been on leave; and up to sixteen (16) additional weeks' payments equivalent to the difference between the Employment Insurance benefits, the member is eligible to receive and ninety-five percent (95%) of the salary that would have been received had the member not been on leave.

18:18 Compassionate Leave

(a) Personal Emergency Leave

It is recognized that certain emergencies may arise in a member's personal or family life that may require his/her absence from the campus for a limited period of time. Notification of such absence shall be made before departure, whenever possible, to the Dean or University Librarian, as applicable, who may authorize leave with pay for up to one week. Such authorization shall not be unreasonably withheld. Personal emergency leave may be taken in the case of death, illness, injury, medical emergency of, or urgent matter relating to certain family members, including dependent relatives, in accordance with the provision of the current Employment Standards Act (Ontario).

Family Medical Leave

Family medical leave may be taken in accordance with the provision of the current Employment Standards Act (Ontario).

18:19 Partial Leave Arrangements

It is mutually agreed that the employer may make such partial load arrangements with members of the Union as may be mutually agreed upon by the member and the Dean and President. In such cases, a member who is on partial load exceeding or equal to 50% of normal salary and duties will continue to enjoy the full benefits package, will make pension contributions based on an unreduced salary, and will

remain a member of Senate and the Union. Replacements for members on reduced load will be at the discretion of the Dean and President having regard to institutional needs and the advice of the Academic Planning and Priorities Committee.

18:20 Other Legislated Leaves

A member may apply in writing through Service Canada for one of the legislated leaves provided they meet the requirements for the leave type as outlined in the Employment Standards Act. In each instance, a member who intends to take one of the leaves must inform the employer in writing that he or she will be taking such leave and provide the Director of Human Resources with a written plan that indicates the weeks in which he or she will take the leave. Human Resources will provide the member with assistance in completing the necessary forms.

ARTICLE 19: ANNUAL REPORT OF ACTIVITIES AND TEACHING EVALUATIONS

19:01 Annual Report

- (a) Each Faculty and Librarian Member shall submit a copy of an Annual Report of Activities to the Academic Dean by June 30 of each year. The Annual Report shall include a statement of activities for the previous July 1 to June 30 period. This Annual Report is a required component in the Peer Review Process. Non-submission of the Annual Report will be noted in the member's file, and may lead to disciplinary measures. The Annual Report must be accompanied by an updated CV and the Declaration of Outside Activity Form. These materials are to be submitted electronically.
- (b) The Annual report, which shall be completed on a standardized form supplied by the Dean, shall include the following information:
 - (i) Teaching responsibilities including courses taught and supervision of fourth-year or graduate students, or Librarian's professional responsibilities, with particular reference to all assigned duties and responsibilities
 - (ii) Publications
 - (iii) Conference papers, presentations, exhibitions given
 - (iv) Research, creative or other scholarly work in progress
 - (v) Research grants and contracts awarded or ongoing name of granting body, research title, amount and date awarded
 - (vi) Graduate degrees awarded or graduate studies in progress, and the expected date of completion, university, and title of thesis
 - (vii) Awards and other honours received
 - (viii) Departmental, Library, Senate, Board, Union and other University activities
 - (ix) Contributions to the Member's profession
 - (x) Contributions to the Member's community
 - (xi) Outside professional activities as detailed in article 6:06 (c)
 - (xii) An updated cv

- (c) No information in the Annual Report shall be used for external communications except with the approval of the member concerned.

Faculty members are encouraged to develop a full teaching dossier as supportive material to this report. The teaching dossier might include some of the following, but is not limited to these items:

- teaching evaluation scores
- sample student work
- documented assistance provided by professor to students
- documented assistance provided by professor to peers
- descriptive material on courses taught
- report on pedagogical successes, innovations, etc.
- report on use of technology and other teaching/learning aids
- efforts to evaluate and improve teaching
- research on pedagogy
- linking research to teaching
- preparing a textbook or other instructional materials
- participating in course or curriculum development
- honours received from students or colleagues ("teacher of the year")
- reports from employers of students (e.g. co-op situation)
- peer classroom evaluations

19:02 Teaching Evaluations

- (a) Particular teaching performance levels by faculty are expected by the University, by colleagues, and by students. Such performance is evaluated through peer review and student teaching evaluations.
- (i) The University will coordinate student teaching evaluations in order to assess a Faculty member's teaching performance. The teaching evaluations and their administration shall be in accordance with the regulations below.
 - (ii) The teaching evaluation form to be used for the term of this agreement is included as an Appendix A.
 - (iii) It is part of an instructor's obligation to remind and encourage students of their responsibility to complete the electronic faculty evaluations.
 - (iv) Faculty members will receive tabulated results from their questionnaires and electronic student comments, following submission of their grades.
 - (v) Teaching evaluations will be used as part of an application for contract renewal, tenure or promotion, or as information for any other assessment of the member's teaching performance.
 - (vi) Given the current small size of our teaching faculty complement, it is agreed that the most important component of the teaching evaluation score is the absolute score of that faculty member. Prior to consideration of any candidate's file in each year, the Divisional Peer Review Committee will determine a scoring level to benchmark satisfactory performance.

ARTICLE 20: PROFESSIONAL ALLOWANCE FUND AND AUC RESEARCH FUND

20:01 Professional Allowance Fund

- (a) A professional allowance fund will be provided annually by the Board and will be approved by the Faculty Chair of the member and the Academic Dean, or in the case of University Librarians, the fund will be approved by the University Librarian. Subject to overall budgetary considerations, the amount provided will recognize the special situation which exists at Algoma. This includes its geographical situation and the real necessity for faculty at a small institution to maintain scholarly contact with colleagues elsewhere. In general, therefore, the Board will seek to provide a higher travel allotment than might be customary in the Province and certainly one in keeping with other northern institutions.
- (b) All full-time faculty members are eligible to apply for funds, including those absent from Algoma University on sabbatical leave and members on maternity and parental leave. Members on medical leave or leave without pay in excess of six months will not be eligible for the corresponding amounts of the professional allowance fund, or for application to the AU Research Fund. Special consideration may be given, in this case, through the mutual agreement of the University and the Union.

20:02 Administration of the Professional Allowance Fund

(a) Criteria

One hundred percent (100%) of the approved expenses will be paid for to the maximum allocated to the applicant. Professional Allowance funds will be made available for the following purposes:

- (i) Attendance at conferences.
- (ii) Study leading to publication or formal presentation of professional papers, subject to the understanding that the applicant will make available two copies of the completed work to the Algoma University Library and will credit Algoma University for its financial support in any publication resulting from the study.
- (iii) Study for course preparation(s), providing that local resources are inadequate in the specific interest areas.
- (iv) Computer equipment, books, periodicals and other professional tools.
- (v) Professional membership fees.
- (vi) Professional development, including teaching workshops, academies and summer institutes.

(b) Procedures

- (i) A written application must be made to the Divisional Chair, or to the University Librarian in the case of University Librarians, describing the activity for which funds are requested and the estimated expenditures involved.
- (ii) Detailed expense accounts, including the provision of available receipts, must follow any expenditure of professional allowance and must be submitted to the Vice-President Administration and Finance. Travel expenses may include transportation and living allowance for the applicant and registration fees. Travel arrangements must follow

university policy. Expenditures will be reimbursed promptly after submission of receipts to the maximum approved by the Divisional Chair and Academic Dean.

- (iii) Any equipment purchased with funds provided under this Article remains the property of the university, but a member shall have the right if he/she so chooses to buy back such equipment at fair market value.
- (iv) For amount and carry-over of professional allowance, see article 35:13.
- (v) For the purposes of this article and article 35:13, the calendar year for these funds is from July 1st to June 30 of any year.

20:03 AU Research Fund (AURF)

- (a) The University will continue to support the Algoma University Research Fund (AURF) from University-related research funds. Monies from AURF shall be allocated on an annual basis after an open competition, to the maximum available, for the purpose of encouraging and assisting research activity by faculty. All full-time faculty shall be eligible to apply. Grants to individual faculty members will not exceed \$5,000. Funds are expected to cover the direct costs of research and use of funds is expected to result in successful application for external research funding or in peer-reviewed publications.
- (b) The Research Advisory Committee, chaired by the Vice President Academic and Research (VPAR), will determine the award criteria and will select the AURF recipients. The Research Advisory Committee will be composed of a Representative, with current research experience, from each Division elected annually. Decisions of the Research Advisory Committee will be binding. An application form and decision criteria are maintained by the Research Advisory Committee.

ARTICLE 21: RELEASE OF FACULTY TO FINANCIAL EXIGENCY OR TO CHANGE IN ACADEMIC PROGRAMMING

21:01 Preamble

With levelling off or declining enrolments, the financial position of universities could deteriorate to the point where release of faculty for economic reasons may become unavoidable. In addition, changes in academic programming may also compel the University to reduce the number of faculty. Since the University has an obligation to its staff who have committed themselves and their professional lives to it, and since this obligation must be honoured so far as it is possible to do so, the following is intended to govern the process of reducing faculty for either of these two reasons, should such a step prove to be necessary.

21:02 Definition of Faculty Redundancy

A faculty member may be declared redundant when, for economic reasons, his/her services can no longer be remunerated by the University, or for academic reasons, are no longer required in the light of the University's long-term academic priorities and plans. Thus redundancy may be caused in two ways: (1) by severe financial exigency, which may dictate the release of faculty, and (2) by the curtailment of academic programmes. (Tenured faculty may, under circumstances and through processes described below, be declared redundant. In such cases, neither the process of tenured revocation, nor the process of dismissal for cause, shall be used: nor shall faculty who are eligible for tenure be denied it on the grounds that they might become redundant in the future. Moreover, promotion shall not be denied because of the prospect that a faculty member might be declared redundant in the future.)

21:03 Determination and Declaration of a State of Redundancy

(a) Redundancy Due to Financial Exigency

- (i) Where the Board of Governors anticipates a state of financial exigency, it must, by October 1st, give formal notice to the Senate and Union of its intention to declare a state of financial exigency and redundancy by November 1st of the same year.
- (ii) Immediately following notice as in 21:03 (a) (i), a committee will meet to determine whether or not a bona fide state of financial exigency exists. The Committee will consist of the following: Two Board members, the President, the Vice-President Academic and Research, the Vice-President Finance and Administration (non-voting), the Dean (non-voting), two representatives of the Senate and two representatives of the Union.
- (iii) The Committee will have complete access to all relevant financial information, including all assets, reserves, restricted funds, etc., both operating and capital, and will receive the full cooperation of the Finance Committee of the Board. Use of sabbaticals, leaves or voluntary early retirement must be investigated as possible means of avoiding redundancies.
- (iv) The Committee will report to the Board and to the Senate its findings concerning the existence of a bona fide financial exigency prior to November 1st.
- (v) Where there is a demonstrable evidence of a bona fide financial exigency the Board may, with the concurrence of the Senate, declare such by November 1st in a given year, for the purpose of effecting a redundancy or redundancies for the following academic year. The Board will clearly indicate the gross dollar amount of reduction required by the exigency. The President and the Finance Committee of the Board will translate this into the number and levels of faculty redundancies this represents.
- (vi) All reasonable sources of income must be investigated, and all reasonable means of cost cutting must have been employed in other areas of the University's operation, e.g., physical plant, support and auxiliary services, administration, library, etc., before the Committee will certify a bona fide financial exigency to exist. Redundancy due to financial exigency is to be regarded as a measure of last resort.

(b) Redundancy Due to Change in and Curtailment of Academic Programmes

The Senate may from time to time, for good academic reasons, make changes in the Academic Programme of the University, which may involve curtailment of the whole or part(s) of certain departments, which would in turn necessitate faculty redundancies. In such an event, the following will apply:

- (i) Such decision will be made only in the context of long-range (at least five [5] years) planning. Before such decision is reached, the Senate will have a current, written, formally approved Long-Range Plan document.
- (ii) Such a decision, specifying the programme area(s) to be curtailed and the number and levels of faculty reductions involved, must be formally made and promulgated by the Senate, and ratified by the Board by November 15th of a given year to take effect in the following academic year.
- (iii) The Senate may approve, and the Board of Governors ratify, new programmes or expansion of other existing non-cognate programmes concurrently with a curtailment decision, provided these are within the context of the Long-Range Plan and are supported by solid academic reasons.

21:04 Process and Criteria for Identifying Departments and Individuals to be Declared Redundant

The process and criteria used for identifying departments in which redundancies are to occur, and identifying individuals within these departments to be declared redundant, once either a financial exigency is declared or a programme curtailment decision has been made, are the sole prerogative of the Senate.

(a) Identification of Departments

- (i) In the case of financial exigency, the Senate will identify the department(s) involved on the basis of long-range academic planning as in 21:03 (b) (i) above. This identification must be made by November 15th.

A moratorium on hiring and expansion in these and cognate departments will be in effect immediately and continue until the provisions of 21:05 (d) below are fulfilled.

- (ii) In the case of change in, and the curtailment of, academic programme(s), the provisions of 21:03 (b) above will pertain.

(b) Identification of Individuals

In the case of redundancy for either financial exigency or change in academic programming, the process and criteria for identifying individuals will be the following.

(i) Processes

For each department involved, all of its full-time faculty together with the Dean as non-voting Chair and one faculty member, elected by and from each of the divisions, will meet within a week following November 15th to identify the individual(s) and make a recommendation based on the following criteria, and in time for the Senate ratification before December 15th. In the case where the group cannot come to a two-thirds majority decision, it will so report to the Senate and the Senate will make the decision before December 15th.

(ii) Criteria

- (1) Decisions shall be made mainly on the grounds of academic merit (i.e., teaching effectiveness, the importance of the individual's teaching field to the academic viability of the department's course offerings and the University's programme), academic and/or professional degrees obtained, publications and research experience. Other contributions to the University and the individual's part in the University's contribution to the community at large should be considered.
- (2) Only when an untenured person can contribute more substantially to the academic progress of the University shall he/she be retained in place of a tenured person.
- (3) In the case of two tenured faculty members of equal academic merit, the decision shall be made on the basis of seniority. The same principle shall apply in the case of untenured faculty.

21:05 Summary of Relevant Deadlines

- (a) Motion and promulgation by the Board of Governors of intent to declare exigency - October 1st.
- (b) Declaration of financial exigency by Board of Governors with the Senate approval - November 1st.

- (c) Identification by the Senate of areas, programmes or departments to be curtailed and the number of individuals in these to be declared redundant - November 15th.
- (d) Identification of individuals to be declared redundant - December 15th.
- (e) Formal notification of individuals, by President, of redundancy to take effect on the following June 30th - December 15th.
- (f) Filing of appeal, by individuals declared redundant, with the President's office - December 29th.
- (g) First meeting of Appeals Committee - January 12th.
- (h) Binding decision of Appeals Committee - January 31st.
- (i) The President is responsible for the overall administration of this Policy and for ensuring that relevant committees are formed, meetings are held, decisions made, deadlines met, and individuals notified. If the President can be shown to have been negligent in this, it would serve as a legitimate ground for appeal by an individual.

21:06 Appeals Procedure

- (i) An appeal, under this policy, may be made only on the basis of alleged omissions or irregularities in the processes, criteria or deadlines used in arriving at the redundancy decision, as outlined in 21:03, 21:04 and 21:05 above.
- (ii) Any faculty member declared redundant may launch an official appeal, filed with the President's office on or before December 29th.
- (iii) Where an appeal is made, the President will set up a tribunal of three faculty, one chosen by the appellant, one by the President and one by the Union, which will meet within fourteen (14) days of the deadline for launching an appeal.
- (iv) The Appeals Committee will receive submissions from the appellant and other relevant interested parties, and will make a majority decision which will be final and binding on all parties.
- (v) The Committee's procedures will be guided by The Statutory Procedures Act.
- (vi) In the case where an Appeals Committee's decision is in favour of the appellant, he/she will be immediately and formally reinstated and so notified by the President's Office.
- (vii) Where an Appeals Committee decision is in favour of upholding the redundancy, the appellant will be immediately and formally notified by the President's Office that the December 15th notification stands.
- (viii) An individual declared redundant, if he/she feels justified, may appeal on grounds covered by the Policy on Academic Freedom and Tenure, but he/she will then have to show that his/her release was for other than redundancy reasons. If his/her appeal, under the Academic Freedom and Tenure Appeals procedure, is rejected, the redundancy will take effect.

21:07 Compensation and Other Considerations

Where an individual is declared redundant, the following consideration shall apply:

- (a) The individual shall receive a letter clearly stating the reason(s) for discontinuation of employment (i.e., that it was for financial exigency or curtailment of academic programme(s) and no other reasons[s]).

- (b) Every effort shall be made to employ that individual elsewhere in the University provided that the quality of the academic programme will be maintained. If retraining is necessary for this purpose, the faculty member shall be offered a year's leave or seventy-five percent (75%) of salary, during which time all pension and fringe benefits shall be paid by the University.
- (c) In cases where such alternative employment is impossible or unacceptable, severance pay shall be offered at the rate of six months salary from the date of June 30th after notice of redundancy has been given, plus one month's salary for each year of full-time employment up to a maximum of twelve months. The salary rate current for the periods involved shall be used for purposes of calculation of severance pay.
- (d) Tenured faculty thus released shall be offered, within four years of the end of the academic year in which the final decision has been made, the first available appointment in their field. Thereafter, they should be given serious consideration for any new appointments in their field for at least four years following termination. Faculty members offered such appointments must be given a reasonable amount of time to accept the position, including time to make termination arrangements with their current employers. If an individual, within the four-year period, refuses an offer of re-employment, any obligations on the part of the University towards him/her under this policy will cease.
- (e) During the four-year period, while the University's obligations as in 19:07 (d) above are in effect, the individual and his/her immediate dependents will be eligible to take courses at the University at half tuition. The individual will also retain the library privileges.

ARTICLE 22: MEMBER FILES

Subject to the provisions of this Agreement, the contents and use of the member files are for decisions respecting terms and conditions of the employment of the Member. The purpose of this Article is to ensure that the files are used in an appropriate manner and fairly represent the Member's employment history. Member files may include up to all of the following: the Personnel file, the Appointment Committee file, the Peer Review Committee file, the Human Resources file and the Payroll and Benefits file.

22:01 Personnel File

There shall be one official personnel file for each member, hereinafter referred to as the personnel file. The personnel file shall be kept in the office of the Academic Dean.

The official documents constituting the file shall be the paper originals or, in the event the original document is received in facsimile or electronic form, an accurate paper copy. The official personnel file and copies thereof shall be clearly marked as confidential. All the restrictions specified in this article which apply to the official personnel file apply equally to all copies of the personnel file.

Contents of Personnel File

- (a) The personnel file of each member shall contain only material pertaining to the employment of the member. The material in the personnel file may include, but shall not be limited to, the member's curriculum vitae, university transcripts, letters of application, references, salary and work history, evaluations, disciplinary material, decisions and recommendations, together with the reasons arising from personnel decisions involving the member, and copies of material reflecting professional development and achievement. It is expected that members will submit to the Dean's office their updated curriculum vitae and Annual Report annually. The Annual Report will include teaching, scholarship, research and community activities: *See Article 19.01*. One copy of all publications will be supplied for the file or to the Wishart Library.

- (b) The personnel file will maintain all updated CVs, Annual Reports and all official letters recording award or non-award of tenure, promotion, discipline, etc. Letters and assessments, including the authorship, shall be placed upon receipt in the personnel file of the member.
- (c) It is a member's right and responsibility to verify the content of their official personnel file on an annual basis. Members shall have the right to have their official personnel files supplemented or corrected in the event of error or inadequacy. In the event of alleged distortion, members shall have the right to submit additional material for inclusion in their official personnel file.
- (d) No documentation of a disciplinary nature will be placed in a member's official personnel file without his/her prior knowledge, and a signature of receipt is expected. Such signature acknowledges receipt of the document only, and not necessarily concurrence with its content.
- (e) Any material not added to the personnel file shall not be used in any process to the disadvantage of the member. Members have the right to update files at any time.
- (f) No anonymous material concerning a member shall be kept in any member's official personnel file. No anonymous material will be submitted as evidence in any formal decision or action involving a member. Statistical information gathered by means of approved Student Evaluations of Teaching shall not be considered anonymous material. Non-statistical information gathered shall not be exempt from the provisions of this Article.

22:02 Appointment Committee File

- (a) The Appointment Committee file will include letters, reference letters and other documents received in relation to and as part of the appointments process of a member. They shall be confidential and shall not be shown to the candidate before or after his/her appointment.
- (b) Reference letters shall not be kept more than 6 months following the conclusion of the hiring process and will be destroyed at that time.

22:03 Peer Review Committee File

- (a) Any files created for assessment purposes shall be deemed to be part of the Peer Review Committee File. As new documents are created or obtained in the assessment process, they shall be added to the file.
- (b) Letters and other documents received in relation to the evaluation of a member for the purposes of formal review, tenure and/or promotion shall be confidential. If the member requests, a summary of the contents with all identifying third-party information removed will be made available to the member.
- (c) Peer Review Committee files on probationary candidates will be kept complete until 12 months after tenure is awarded. At that time, all letters and documents in the Peer Review Committee files will be destroyed. The Peer Review Committee files for promotion will also be destroyed twelve months after the decision on promotion has been made.

22:04 Payroll and Benefit File

A Payroll and Benefits files for each member will be kept in the payroll office. The Payroll office file shall maintain a file for each member necessary for the administration of the member's compensation and benefits.

22:05 Human Resources File

The University shall maintain records for each member in a Human Resources file, in a locked cabinet, under the supervision of the Director of Human Resources. The Human Resources file for the member shall include the offer letter, all mandatory training information and onboarding material and all medical documentation submitted by the member as per Article 18:12. Note that medical documentation will not be released without the member's authorization, except to University legal counsel as required. The member will be informed when his/her medical information is submitted to the University's legal advisor.

22:06 Access to Member Files

- (a) A member shall have the right to examine his/her personnel file during normal business hours in the presence of someone in authority. The member shall have the right to copy letters and assessments, including the authorship, at the member's expense.
- (b) At any time members may request and shall obtain the names of the authors of all confidential letters or assessments held in their personnel files.
- (c) Letters of reference shall be made available in their entirety to the appropriate committees dealing with appointments, promotions, dismissal and grievance, as applicable. The members of such committees shall treat such letters and assessments as confidential.
- (d) Information contained in the file shall not be made available to third parties except (a) in official university administrative purposes; (b) in the grievance procedure; (c) when authorized by the member concerned; (d) as provided by law; (e) as required by any Article contained in this Agreement.
- (e) A sign-off sheet shall be included in each individual personnel file. The sign off sheet shall indicate the name of each person who accesses the file, the date and time the file is accessed, the segment of the file that is accessed and the reason for accessing the file. Such recording shall exclude required access for filing and administrative purposes by the President, Dean and Human Resources staff.

ARTICLE 23: RIGHTS AND PRIVILEGES OF UNION MEMBERS

- 23:01 Subject to availability, and provided it can be done without interrupting the instructional programs of the University, the Board will allow the Union to use its duplicating services, IT Services, and audiovisual equipment at rates to be determined between the parties from time to time. Similarly, the Board will provide the Union with suitable meeting rooms free of charge.
- 23:02 A member's service to the Union shall be considered in evaluation of performance. In these contexts, it shall be treated in the same manner as similar duties performed in departmental, faculty and University committees, and administrative duties undertaken for learned or professional societies.
- 23:03 The Union agrees to provide the Board with a current list of Union representatives from time to time with whom the Board would be expected to deal in regard to the administration of this Collective Agreement.
- 23:04 The Union shall have the right at any time to call upon the assistance of representatives of the CAUT and OCUFA. Such representatives shall have access to Algoma University premises to consult with members, Union officials or University officials. Access in this Article shall not include the rights of CAUT or OCUFA representatives to call meetings on Algoma University premises.
- 23:05 The University will provide the Union with a designated office equipped with standard office equipment including a phone and the use of the University telephone and postal services and Internet access

ARTICLE 24: DISCIPLINE

- 24:01 A member may be disciplined only for sufficient cause and only after a determination by the Employer that discipline of the Member is warranted. Such disciplinary action shall be consistent with the principle of progressive discipline, commensurate with the seriousness of the offence.
- 24:02 If the Academic Dean receives a complaint or believes that an academic staff member is not meeting his or her responsibilities as outlined in Article 6, the Dean will discuss the matter with the member. The member will have the right to have a Union Executive representative or designate present. This meeting will be followed by one of the following:
- a summary letter with no further action;
 - a written warning letter that goes into the member's file;
 - a notification that further disciplinary action has been recommended to the President.
- 24:03 If further disciplinary action has been recommended to the President, the President and the Academic Dean will meet with the member involved. The member will have the right of the presence of a Union Executive representative or designate at this meeting. The President, in consultation with the Dean or the University Librarian, will then decide on the disciplinary action, if any, to be taken.
- 24:04 The following disciplinary measures may be taken by the University against a Member and documented in the Member's official personnel file:
- (a) A written warning or reprimand
 - (b) Suspension with pay
 - (c) Suspension without
 - (d) Dismissal with cause
 - (e) The member's right to appeal shall be maintained regardless of the disciplinary action taken.
- 24:05 A written warning or reprimand shall contain a clear statement of the reasons for taking the action and shall be clearly identified as a disciplinary measure. Where a Member disagrees with the substance of a warning/reprimand, he or she may file a reply, which will form part of the Official Personnel File. The failure of a Member to grieve a warning/reprimand shall not be deemed an admission of the validity of the warning/reprimand.
- 24:06 Suspension is the act of the Employer in relieving, for cause, some or all of a member's duties or privileges without the member's consent.
- 24:07 However, if a member claims that the allegations made against him or her are without merit, or that the disciplinary action contemplated is too severe, he or she is entitled to follow the grievance process detailed in Article 31:04.
- 24:08 Following a complaint found to be unsubstantiated and/or without merit, thus resulting in no disciplinary action taken, then all records of such a complaint shall be destroyed immediately.
- 24:09 If any disciplinary action is taken, a record of such action taken shall be placed in the member's personnel file, with copies provided to the President of the Union.

ARTICLE 25: DISMISSAL FOR CAUSE

- 25:01 Dismissal shall only be for just cause. It means the termination for cause of an appointment by the Board of the member before the end of the appointment period. Neither the non-renewal of a contract of limited-term nor the decision not to grant tenure constitutes dismissal for cause. The termination of a non-tenured appointment during the course of its term and the termination of a tenured appointment other than for the purpose of retirement, or by reason of redundancy, constitutes dismissal for cause. Medical disability

shall not be cause for dismissal. "Just cause" for dismissal shall be predicated upon misdeeds that are grave and unusual and that directly show a member is unfit to discharge his/her professional responsibilities as defined in Article 6. Grounds for dismissal shall be:

- (a) Gross misconduct, which may be found to arise from a single incident but which also may include repeated serious misconduct;
- (b) Persistent failure to discharge the member's responsibilities through incompetence or neglect of duties, or
- (c) Abandonment of duties.

25:02 Procedures

- (a) Where it is alleged that there exists just cause for dismissal of an academic staff member, the allegation shall be brought to the attention of the President. The initiation of preliminary proceedings shall be at the discretion of the President and in cases where he/she intends to proceed he/she shall inform the member in writing of the allegations that have been made, together with a written summary of all relevant circumstances, and the reason for the intended dismissal. A meeting, called by the President, shall then be held, attended by the President and the Academic Dean, a member of the Union Executive and the member against whom the allegations are made, if he/she elects to attend. Another member of the Union Executive or designate also has the right to be present and to make representation at this and all subsequent stages of these proceedings.
- (b) Where a member declines or fails to attend the meeting, or if no settlement is reached which is agreeable to the President and the member, and the President wishes to pursue the matter further, he/she shall inform the member in writing of the charges against him/her no later than fourteen (14) calendar days after the meeting in sufficient detail for any subsequent proceedings that may take place.
- (c) Within fourteen (14) calendar days of the mailing of the written charge by registered mail to the affected member at his/her last known address, if the member wishes to contest his/her dismissal, the selection of an Arbitration Board, as provided for in Article 31, shall be initiated whereupon the arbitration procedures as set out in that Article shall be applied. Failure of the member to contest his/her dismissal shall for all purposes be deemed an uncontested acceptance of the dismissal decision and no further procedures will be available to the member to question his/her dismissal.
- (d) Upon writing to the academic staff member informing him/her of the charges, the President may, by written notice of stated cause for such suspension, relieve the member of some or all of his/her university duties until the Arbitration Board has made its decision. The stated cause must involve an immediate threat to the functioning of the University or to any member of the University community. Salary and other benefits shall continue throughout the period of such suspension.
- (e) A complete transcript of the Arbitration Board's proceedings shall be kept, at the Board's expense, and a copy provided to each of the parties (the member, the President of the Union, and University Administration) concerned.
- (f) The Arbitration Board shall issue a written decision, which contains findings of fact, reasons and conclusions as to adequacy of cause. The written decision shall be forwarded to the President, the member, and the President of the Union. The decision of the Arbitration Board shall be final and binding on the Board and academic staff member. In its award, the Arbitration Board shall declare (i) that cause for dismissal has not been shown, that any administrative suspension in

effect be rescinded and that no record of such suspension show in the member's personnel files, or (ii) that cause for dismissal has been shown.

- (g) In the event that the Arbitration Board finds cause for dismissal, it may also rule that the member's salary and the University's contribution to his/her pension fund shall be continued for a period not exceeding one (1) year from the date of the Board's decision.
- (h) Any failure by any party to observe any of the time limits set out in this Article shall entitle the other party to invoke succeeding steps in the procedures. However, the parties may mutually agree in writing to extend any time limits provided for.

ARTICLE 26: AMALGAMATION, CONSIDERATION, MERGER OR EXPANSION OF ALGOMA UNIVERSITY

- 26:01 In the event of an amalgamation, consolidation or merger of Algoma University with any other institution, the provisions of the Ontario Labour Relations Act shall apply.
- 26:02 The terms and conditions of this Agreement shall, during the life of the Agreement, be binding on the heirs, successors, transferees or assignees of the University or of the Union.

ARTICLE 27: COPYRIGHT

- 27:01 The creator is understood to be the faculty member or members responsible for creating the property. Copyright for all intellectual property resides with the creator, even when that property is produced using university resources. When intellectual property is created by two or more people, the copyright for that property is shared among those creators. The parties agree that the Creator shall hold copyright to any work including any creative work, printed material, computer programme, films, slides, tapes, or similar materials produced by Members as part of their normal workload for the University. The copyright in assessment, grading, reports or correspondence pursuant to the member's normal administrative or professional duties with the University shall be retained by the member, who shall be deemed to have granted the University a perpetual free license to use these materials or any part thereof in the course of its normal, non-commercial, institutional business. The member(s) shall retain such copyright throughout his/her/their lifetime; upon his/her/their death all such rights shall devolve upon his/her/their estate(s).
- 27:02 If the University requests a work for alternative mode delivery, including a creative work, printed material, films, slides, tapes, computer programmes or similar materials from a Member for use in instructional programmes, the University will in all cases arrange for the development of this course material through a special contract with the Member(s) which sets out terms in accordance with the terms in this Agreement. In the absence of any agreement to the contrary, the Member shall be the first owner of the copyright therein. A Member entering into such a contract with the University shall be notified of the terms of this paragraph prior to signing the contract. The Union shall receive a copy of such notification. Copies of all works subject to the policy stated in this paragraph shall contain a statement or marking identifying the ownership of copyright, and, with appropriate credit, the contributors.
- 27:03 All special contracts for alternative delivery mode instructional course materials shall contain a clause which prohibits the creator from using parts of any course that he or she has created in a course for another University during the period in which the course as designed by the creator is offered by AU and for a period of 3 years after such time as the creator leaves AU. Upon departure from AU, the creator shall license the course to AU, subject to the terms in Article 27:11 below.
- 27:04 The master copy of any alternative delivery mode instructional course materials shall be the property of the creator. However, the University shall be responsible for the custody and control of such works and copies thereof.

- 27:05 Where consent, fees or licenses are required for the use of incorporated materials in instructional courses under the terms of this Article, the contributor shall notify the University by provision of a list of works which require such clearance. The University shall have the right to refuse to accept requests for copyright clearance, which are judged to be prohibitively expensive.
- 27:06 The Members who are the authors of any alternative delivery mode instructional course materials shall sign a warranty that the work is original and that, to the best of their knowledge, it does not violate any existing copyright.
- 27:07 From time to time, the University may require revisions in alternative delivery mode courses in order to ensure that proper and current academic standards are met.
- 27:08 Further, the author of work as defined in Paragraph 2 above may, at any time after three (3) years of use, and at three (3) year intervals thereafter notify the University of the need to revise such a work. The University and the Member shall negotiate the amount the University will pay to defray the costs of such revisions including the Member's fee.
- 27:09 The process of revision of alternative delivery mode course materials shall be regarded as the joint responsibility of the author of the work and the University. If the author chooses not to undertake the revision or if the author has not accepted the University's request for revision within one (1) month of receipt of that request or if the author is no longer a member of the University, then the University shall choose an individual to design a new course. The author of the original course shall retain sole custody and control of the original version of the course, subject to clauses three (03) and four (04) above. Where the author is no longer a member of the University, notice of intention to revise and of the proposed revisions shall be sent to him/her by registered mail at the last known address. In the event that the author and the University cannot agree on the nature and extent of the revisions, the University may with the agreement of the copyright holder engage someone else to make revisions, or the University may discontinue use of the course and engage the services of someone approved by the academic unit to design a new version of the course.
- 27:10 The University shall negotiate a fee for any revisions that are made at the University's request.
- 27:11 Where there are royalties from the exploitation of the copyright of the academic works referred to above, other than scholarly text and/or articles, and where the production of the work is dependent upon a direct allocation of University funds, staff, equipment or other resources (not to include the faculty member's salary with the provision of office space), the proceeds from the royalties shall be divided between the member(s) and the Employer, such that seventy-five (75) percent of the proceeds of the royalties shall be allotted to the Employer until such time as the costs of the Employer's direct support of the costs of production have been met. Thereafter, the royalty rights shall revert to the holder(s) of the copyright, unless otherwise agreed in writing between the member(s) and the Employer. Members exploiting any work that has been originated or developed with the direct support of the Employer shall so inform the Employer. The burden of establishing the amount of the costs incurred in the provision of such direct support shall lie on the Employer.
- 27:12 Seventy-five (75) percent of the "net proceeds" of any fees or royalties that the University receives for the use by another party of a work to which the member has copyright under the terms of this Article shall be to the member. "Net Proceeds" shall mean the fees and royalties received less direct costs incurred by the University, including but not limited to the costs of reproduction, administration and distribution.
- 27:13 If practicable, the Members shall receive, upon request, a copy at a cost not exceeding the cost of the tape/film/recording or other medium upon which the work has been produced of any work produced by them for the University and to which the Creator holds copyright under the terms of this Agreement.
- 27:14 Should the University wish to erase or otherwise destroy part or all of a work to which it has copyright under the terms of this Agreement, the creator shall be given notice of such intention and shall have one (1) month in which to make known his/her wish to receive a copy of the section(s) to be erased. If the creator expresses such a wish within the time limit, he/she shall receive a copy of those sections at a

cost not exceeding the cost of the tape/film/recording or other medium upon which the work has been produced, plus reasonable administrative costs arising therefrom.

ARTICLE 28: COPIES OF THE AGREEMENT

- 28:01 Algoma University will take full responsibility for the electronic preparation and distribution of the collective agreement. A current electronic copy, including all Memorandums of Agreement (MoAs), but excluding those pertaining to specific individuals or salary information, will be placed on the Algoma University website. In the event of any discrepancy between the electronic copies and the signed copies, the signed copies will prevail.

ARTICLE 29: INFORMATION

29:01 Information Concerning Members

The University shall make available, within sixty (60) days of the signing of the Agreement and subsequently within sixty (60) days of each July 1st during the term of the Agreement, a list stating the name, rank, status, amount of dues deducted and date of initial appointment of each of the academic staff members within the bargaining unit. The parties agree that members shall respond to reasonable requests for information from University officers.

29:02 Information For Contract Administration

The parties agree to exchange upon written request such information as is necessary for the administration of this Collective Agreement. This shall not be construed to require either party to compile information and statistics in the form requested if such data are not information.

29:03 Information For Collective Bargaining

The Board and the Union agree to make available to the other party upon written request and within a reasonable time thereafter information which is agreed to be required for the negotiation of a Collective Agreement. This shall not be construed as to require either party to compile information and statistics in the form requested if such data are not already compiled in the form requested, or to supply any confidential information.

29:04 Release of Information to Governmental Bodies

The parties agree to inform the other party when statistical information concerning members is released as required by law or in response to a request from a governmental body or agency. The Board agrees to provide the Union with a copy of any report that may be legally released.

ARTICLE 30: CORRESPONDENCE

- 30:01 A copy of each and every piece of correspondence passing between the Union and the Board shall be sent to the President of the University and the office of the President of the Union.

ARTICLE 31: COMPLAINTS, GRIEVANCES AND ARBITRATION

31:01 Preamble

The parties agree to make every reasonable effort to settle all complaints and grievances in a prompt, just and equitable manner. Except as specified in this Collective Agreement, the procedures detailed hereunder shall be the sole method for the resolution of complaints or grievances arising from the interpretation, application, administration or alleged violation of this Collective Agreement.

Every effort will be made to resolve complaints informally at the Complaint Stage. Only once the Complaint Stage has concluded can a complaint move to the Grievance Stage.

There shall be no discrimination, harassment or coercion of any kind by either party or their agents against any person who elects to use these procedures.

The Union shall have carriage of all grievances, save and except those filed by the University. The employer shall deal only with the Union with respect to a grievance. A representative of the Union and the University shall be present at all stages of the grievance and arbitration procedures.

Individuals from either party who have a conflict of interest will recuse themselves immediately from the process. An appropriate replacement will be named as required.

31:02 Definitions

- (a) Complaint: A complaint is a claim or dispute involving the interpretation, application, administration or alleged violation of this Collective Agreement. A complaint may lead to a grievance should either party fail to resolve the claim or dispute to the satisfaction of the other party through the procedures of the Complaint Stage as described in Article 31.04.
- (b) Grievance: A grievance is an unresolved complaint involving the interpretation, application, administration or alleged violation of this Collective Agreement. A grievance may lead to arbitration should either party fail to resolve the grievance to the satisfaction of the other party through the procedures of the Grievance Stage as described in Article 31.05.
- (c) Complainant: The complainant is the University, or individual member, or the Union which initiates a complaint on behalf of a member or group of members or itself.
- (d) Grievor: The grievor is the University or the Union which initiates a grievance on behalf of a member or group of members or itself.
- (e) OPSEU Steward, OPSEU Staff Representative or OPSEU Grievance Officer: The representative of the grievor and/or Union in all aspects of the complaint, grievance and arbitration procedures.

31:03 Types of Grievances

- (a) Individual Grievance: A grievance initiated by the Union on behalf of an individual member
- (b) Group Grievance: A grievance initiated by the Union on behalf of a group of members
- (c) Policy Grievance: A grievance initiated by the Union that may involve a matter of general policy or of general application of the Collective Agreement
- (d) University Grievance: A grievance initiated by the university that may involve a matter of general policy or of general application to the Collective Agreement.

All of the above grievances must first be initiated as complaints unless otherwise specified by this Collective Agreement.

31:04 Complaint Stage

- (a) Should any difference arise between the University and any Union member regarding the interpretation, application, administration or alleged violation of the provisions of this Collective Agreement, it is the mutual desire of the parties that the complaint be resolved as promptly as possible.
- (b) It is understood that all individual Group or Policy complaints are initially discussed with the Academic Dean, or s/he designate. All University complaints will be addressed through informal discussions with the Union and the member. All initial individual complaint discussions must include the member. The member has the option of being accompanied by a Union Steward.
- (c) While issues are welcomed to be resolved at any time, in order for them to be eligible for any formal stages outlined below, this initial discussion in 31.04 b) must take place within fourteen (14) calendar days of the event giving rise to the complaint or awareness is established of the event giving rise to the complaint.

In the case of individual complaints the above timeline pertains specifically to the member. Furthermore, if the individual complainant opts to be represented by a Union Steward, the 14 day timeline refers to the act of scheduling the discussion outlined in 31.04 (b) – in this case, the discussion in 31.04 b) must take place within fourteen (14) calendar days from the first attempt to schedule the discussion.

- (d) Resolutions in this Complaint Stage must not violate the terms of this Collective Agreement. If a resolution is reached in this complaint stage, it may be reduced to writing, signed by both parties, and a copy of the signed document provided to the Local President of the Union.
- (e) If the Informal discussions are unsuccessful in resolving the complaint, a grievance may be filed and submitted to the Grievance Stage within a period of seven (7) calendar days from the conclusion of the discussion(s) outlined in 31.04(b).

31:05 Grievance Stage

- (a) Grievances filed by the Union and/or the University shall be filed in writing to the University and/or Union Local President and shall include the following:
 - (i) the article(s) of this Collective Agreement relied upon or claimed to have been violated, misinterpreted or improperly applied;
 - (ii) the nature of the grievance;
 - (iii) the facts upon which the grievance is based; and
 - (iv) the remedy sought.
- (b) No later than ten (10) calendar days following receipt of the grievance, the University's designates, and the Union's designates must meet to make every reasonable attempt to resolve the grievance. The affected employee(s) may attend such meeting, with the agreement of both parties, to act as a resource person only.
- (c) If the grievance is resolved at this stage, such settlement shall be reduced to writing and countersigned by both the University's designate(s), the Union's designate and in the case of an individual grievance, the grievor within seven (7) calendar days of the meeting(s) at which the settlement was reached.

- (d) In the event the grievance has not been resolved within ten (10) calendar days of the meeting(s) in (b) above, the denying party (University or Union) shall forward in writing to all parties participating in the Grievance Stage the reasons for denying the grievance. In the case of an Individual Grievance, the grievor shall receive a copy of the denial letter.

31:06 Time Limits and Extensions

- (a) In the event that a party fails to meet its obligations within the time limits provided under Articles 31.04 or 31.05, the other party may submit the matter to the next stage in the complaint, grievance or arbitration process as if a negative reply had been received on the last day for meeting these obligations.
- (b) In the event of illness of a complainant or grievor or in the event of his or her temporary absence from campus, the time for initiating a complaint or grievance process may be extended through the mutual agreement of the Union and the University.
- (c) In the event of the illness of the Dean or pertinent members of the Union or in the event of their temporary absence from campus, the time for initiating any type of complaint or grievance may be extended through the mutual agreement of the Union and the University.
- (d) The timelines specified in this Article may be extended through the mutual agreement of both parties.

31:07 Arbitration

- (a) If the Grievance Stage is unsuccessful in resolving the grievance, the Union or University may, within fourteen (14) calendar days of the receipt of the response specified in 31.05 (d) above, given written notice to all parties involved with Grievance Stage its intention to submit the disputed matter to arbitration.

Despite submitting the grievance to arbitration, it is acceptable for both parties to work towards a settlement of the grievance while awaiting arbitration proceedings. Such settlement if reached shall be reduced to writing and countersigned by both the University's designate(s), the Union designate(s), and in the case of an individual grievance, the grievor. In the case of an Individual Grievance, the grievor shall receive a copy of the settlement. No details of these discussions may be used in Arbitration as evidence.

- (b) Arbitration Board

- (i) Where the parties can agree, a one-person arbitrator may be appointed in lieu of the Arbitration Board. The parties shall choose an arbitrator from any recognized list of arbitrators. Should the parties fail to agree on the appointment of an arbitrator within fourteen (14) calendar days of receipt of the notice specified in 31:07 (a), the arbitrator shall, upon request of either party, be appointed by the Minister of Labour of Ontario as provided for under Ontario's Labour Relations Act. Otherwise, there shall be an Arbitration Board composed of three (3) persons: A nominee of each of the parties and a chairperson to be chosen jointly by the two nominees.
- (ii) No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance in process.
- (iii) At the time notice is given of a request for arbitration, the party giving the notice shall indicate the name of its nominee on the Arbitration Board, and, within seven (7) calendar days, the other party shall reply, naming its nominee. The two nominees will then select a chairperson for the Arbitration Board.

- (iv) If the recipient of the notice fails to nominate an arbitrator or if the two nominees fail to agree on a chairperson within five (5) calendar days of their appointment, any required appointment shall be made by the Minister of Labour for the Province of Ontario at the request of either party.
- (v) The Arbitration Board shall determine its own procedures, but all parties will be given full opportunity to present evidence and to make any representation.
- (vi) The decision of the Arbitration Board shall be final, binding and enforceable on both parties; provided that the Arbitration board shall not have the power to alter, add to, modify or amend the Agreement in any respect whatsoever.
- (c) Each party shall bear the fees and expenses of its appointed arbitrator and one half of the fees and expenses of the chairperson of the Arbitration Board.
- (d) Notwithstanding the above, the parties will abide by current legislation.

31:08 Technical Irregularities

No technical violation or irregularity occasioned by clerical or typographical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.

ARTICLE 32: JOINT CONSULTATIVE COMMITTEE

32:01 The parties agree to form, for the duration of the Agreement, a Joint Consultative Committee comprising of two or three representatives of each party, at least one of which will be a part-time contract faculty (PTCF) member. The Committee shall be constituted within fourteen (14) days of the date of the signing of this Agreement. Membership on this committee will be shared with the other party by July 1st of each year for the following year. Permanent substitution of the PTCF member by another PTCF member will be allowed as required with notification being given by the Union Executive in advance of any JCC meeting. In cases where issues concerning this Agreement are discussed, the JCC's PTCF member must be present.

32:02 The Joint Consultative Committee shall attempt

- (a) to maintain and develop a spirit of cooperation and mutual respect;
- (b) to review matters arising from the administration, interpretation and operation of the Agreement and other matters of mutual concern, but excluding any dispute which is currently being resolved under the grievance procedures in this Collective Agreement;
- (c) to facilitate better working relationships between the University and the Union and members; and
- (d) to foster better communication between the various components of the University community.

32:03 The Committee shall meet not later than fourteen (14) days after the request of either party. Each member of the Committee shall receive notice not less than five working days before the scheduled date of the meeting, and shall receive the agenda of the meeting at least forty-eight (48) hours in advance.

32:04 The Joint Consultative Committee shall not have the power to add or modify in any way, the terms of this Collective Agreement, but shall function in an advisory capacity to the Union and/or University with the general aim of ensuring that this Collective Agreement is administered in a spirit of cooperation and mutual respect, and shall seek the timely correction of conditions which may give rise to misunderstandings.

ARTICLE 33: STRIKE AND LOCKOUTS

- 33:01 There shall be no strikes or lockouts (as defined in the Ontario Labour Relations Act) as long as this Collective Agreement continues to operate, except as provided for in Article 36 (Duration and continuance of the Collective Agreement).
- 33:02 In the event of a lockout, the Board of Governors agrees to the continuation of all benefits (exclusive of salary) to members of the bargaining unit.

ARTICLE 34: NEGOTIATION PROCEDURE

- 34:01 The University acknowledges the right of the Union to appoint or otherwise select a Bargaining Committee.
- 34:02 The Union will notify the Board in writing of the names of the Bargaining Committee members named by the Union and only those Bargaining Committee members shall be recognized by the Board.
- 34:03 Either party may, within the period of one hundred and twenty days (120) prior to the expiry of the Collective Agreement, give notice in writing to the other party of its desire to bargain with a view to the renewal of the Collective Agreement.
- 34:04 The first meeting shall take place no later than 21 days after the notice to negotiate, at a time and place fixed by mutual consent, unless by both parties agree to a change.
- 34:05 Nothing in this Collective Agreement shall prevent its subsequent amendment with the written concurrence of the parties.

ARTICLE 35: SALARIES AND OTHER BENEFITS

35:01 Method of Payment

The University agrees to pay Members' annual salaries on a semi-monthly basis.

35:02 Year One – July 1, 2016 to June 30, 2017

The Grid is constructed with a scale increase of **1.4%** applied to the floors. The PTR increments will also increase **1.4%**. All members will remain on the salary grid.

Steps at rank are determined by PTR increments. It is understood that, when a faculty member is promoted, he/she will move to a step on the grid of the next rank which gives a salary equal to, or greater than, the negotiated scale and PTR increase to current salary for the year in question.

	<u>Floors</u>	<u>Ceilings</u>	<u>PTR</u>
Lecturer	\$56,887	\$78,098	\$2,651
Assistant	\$70,251	\$103,448	\$2,766
Associate	\$86,951	\$130,173	\$2,882
Full	\$102,744	\$147,693	\$2,992

YEAR 2016/17				
	lecturer	assistant	associate	full
PTR:	2,652	2,766	2,882	2,996
Salary increase floor				
0	56,887	70,251	86,951	102,744
1	59,539	73,017	89,833	105,740
2	62,191	75,783	92,715	108,736
3	64,843	78,549	95,597	111,732
4	67,495	81,315	98,479	114,728
5	70,147	84,081	101,361	117,724
6	72,799	86,847	104,243	120,720
7	75,451	89,613	107,125	123,716
8	78,103	92,379	110,007	126,712
9		95,145	112,889	129,708
10		97,911	115,771	132,704
11		100,677	118,653	135,700
12		103,443	121,535	138,696
13			124,417	141,692
14			127,299	144,688
15			130,181	147,684

35:03 Year Two – July 1, 2017, to December 31, 2017

The Grid is constructed with a scale increase of 0.7% applied to the floors. The PTR increments will also increase 0.7%. All members will remain on the salary grid.

Salary Floor increase: 0.7%

YEAR 2017/18				
	lecturer	assistant	associate	full
PTR:	2,671	2,785	2,902	3,017
Salary increase floor				
0	57,285	70,743	87,560	103,463
1	59,956	73,528	90,462	106,480
2	62,627	76,313	93,364	109,497
3	65,298	79,098	96,266	112,514
4	67,969	81,883	99,168	115,531
5	70,640	84,668	102,070	118,548
6	73,311	87,453	104,972	121,565
7	75,982	90,238	107,874	124,582
8	78,653	93,023	110,776	127,599
9		95,808	113,678	130,616
10		98,593	116,580	133,633
11		101,378	119,482	136,650
12		104,163	122,384	139,667
13			125,286	142,684
14			128,188	145,701
15			131,090	148,718

35.04 **Year Two – Jan 1, 2018, to June 30, 2018**

The Grid is constructed with a scale increase of **1.0%** applied to the floors. The PTR increments will also increase **1.0%**. All members will remain on the salary grid.

Salary Floor Increase: 1.0%

YEAR 2017/18				
	lecturer	assistant	associate	full
PTR:	2,698	2,813	2,931	3,047
Salary increase floor				
0	57,858	71,450	88,436	104,498
1	60,556	74,263	91,367	107,545
2	63,254	77,076	94,298	110,592
3	65,952	79,889	97,229	113,639
4	68,650	82,702	100,160	116,686
5	71,348	85,515	103,091	119,733
6	74,046	88,328	106,022	122,780
7	76,744	91,141	108,953	125,827
8	79,442	93,954	111,884	128,874
9		96,767	114,815	131,921
10		99,580	117,746	134,968
11		102,393	120,677	138,015
12		105,206	123,608	141,062
13			126,539	144,109
14			129,470	147,156
15			132,401	150,203

35:05 **Year Three – July 1, 2018, to December 31, 2018**

The Grid is constructed with a scale increase of **0.7%** applied to the floors. The PTR increments will also increase **0.7%**. All members will remain on the salary grid.

Salary Floor Increase: 0.7%

YEAR 2018/19				
	lecturer	assistant	associate	full
PTR:	2,717	2,833	2,952	3,068
Salary increase floor				
0	58,263	71,950	89,055	105,229
1	60,980	74,783	92,007	108,297
2	63,697	77,616	94,959	111,365
3	66,414	80,449	97,911	114,433
4	69,131	83,282	100,863	117,501
5	71,848	86,115	103,815	120,569
6	74,565	88,948	106,767	123,637
7	77,282	91,781	109,719	126,705
8	79,999	94,614	112,671	129,773
9		97,447	115,623	132,841
10		100,280	118,575	135,909
11		103,113	121,527	138,977
12		105,946	124,479	142,045
13			127,431	145,113
14			130,383	148,181
15			133,335	151,249

35:06 **Year Three – Jan 1, 2019, to June 30, 2019**

The Grid is constructed with a scale increase of **1.0%** applied to the floors. The PTR increments will also increase **1.0%**. All members will remain on the salary grid.

Salary Floor Increase: 1.0%

YEAR 2018/19				
	lecturer	assistant	associate	full
PTR:	2,744	2,861	2,982	3,099
Salary increase floor				
0	58,846	72,670	89,946	106,281
1	61,590	75,531	92,928	109,380
2	64,334	78,392	95,910	112,479
3	67,078	81,253	98,892	115,578
4	69,822	84,114	101,874	118,677
5	72,566	86,975	104,856	121,776
6	75,310	89,836	107,838	124,875
7	78,054	92,697	110,820	127,974
8	80,798	95,558	113,802	131,073
9		98,419	116,784	134,172
10		101,280	119,766	137,271
11		104,141	122,748	140,370
12		107,002	125,730	143,469
13			128,712	146,568
14			131,694	149,667
15			134,676	152,766

35:07 **Year Four – July 1, 2019 to December 31, 2019**

The Grid is constructed with a scale increase of **0.7%** applied to the floors. The PTR increments will also increase **0.7%**. All members will remain on the salary grid.

Salary Floor Increase: 0.7%

YEAR 2019/20				
	lecturer	assistant	associate	full
PTR:	2,763	2,881	3,003	3,121
Salary increase floor				
0	59,258	73,179	90,576	107,025
1	62,021	76,060	93,579	110,146
2	64,784	78,941	96,582	113,267
3	67,547	81,822	99,585	116,388
4	70,310	84,703	102,588	119,509
5	73,073	87,584	105,591	122,630
6	75,836	90,465	108,594	125,751
7	78,599	93,346	111,597	128,872
8	81,362	96,227	114,600	131,993
9		99,108	117,603	135,114
10		101,989	120,606	138,235
11		104,870	123,609	141,356
12		107,751	126,612	144,477
13			129,615	147,598
14			132,618	150,719
15			135,621	153,840

35:08 Year Four – Jan 1, 2020 to June 30, 2020

The Grid is constructed with a scale increase of 1.0% applied to the floors. The PTR increments will also increase 1.0%. All members will remain on the salary grid.

Salary Floor Increase: 1.0%

YEAR 2019/20				
	lecturer	assistant	associate	full
PTR:	2,791	2,910	3,033	3,152
Salary increase floor				
0	59,851	73,911	91,482	108,095
1	62,642	76,821	94,515	111,247
2	65,433	79,731	97,548	114,399
3	68,224	82,641	100,581	117,551
4	71,015	85,551	103,614	120,703
5	73,806	88,461	106,647	123,855
6	76,597	91,371	109,680	127,007
7	79,388	94,281	112,713	130,159
8	82,179	97,191	115,746	133,311
9		100,101	118,779	136,463
10		103,011	121,812	139,615
11		105,921	124,845	142,767
12		108,831	127,878	145,919
13			130,911	149,071
14			133,944	152,223
15			136,977	155,375

35:09 Reading Course and Thesis Course Remuneration

Remuneration for 3-credit reading course and/or for 3-credit thesis course supervision shall increase by the salary scale increase in that particular contract year as follows:

2016/17:	\$550.00 per student
2017/18:	\$600.00 per student
2018/19:	\$615.00 per student
2019/20:	\$630.00 per student

35:10 Overload Remuneration

Remuneration for Spring, Fall or Winter 3-credit and 6-credit course overload shall be set at the base rate of pay for Part-Time Contract Academic Staff (CAS). See the Part-Time Faculty Collective Agreement.

35:11 Distance Education

Members shall be paid as follows for teaching Distance Education courses as an overload:

1 – 5 students: \$1,210

For enrolments greater than 5, a per student stipend: \$220

Development costs for distance courses will depend on the type of course and will be negotiated on a course-by-course basis.

Distance courses may be taught as part of a faculty member's normal teaching load, as per Article 16:08. In this case, additional remuneration for development of the course may be negotiated, but there will be no additional teaching stipend.

All distance education courses fall under Article 16:08.

35:12 Off-site teaching

Off-site courses are defined in Articles 16:07. The premium paid for teaching an off-site 3-credit course either as part of regular load or as an overload where at least 50% of the normal course contact hours are delivered at the off-site location by the instructor shall be \$905.00.

The above applies only to Faculty whose normal course complement is taught on the primary campus. All provisions of 17:07 will also apply.

35:13 Professional Allowances

As per article 20, the university agrees to provide an annual professional allowance fund. Individual entitlement is as follows:

- (i) For each year of the contract, \$1,750 base allowance, plus an additional \$1,000 if active participation in a conference is involved.
- (ii) Active conference participation means presenting a paper, presenting a poster session, moderating a session, active involvement in the administration of the conference, and other such activities.
- (iii) Faculty members may carry forward for one year any unused portion of the base allowance from the year preceding.

35:14 Pension Plan: Defined Benefits

The Pension Plan for Employees of Algoma University of Sault Ste. Marie dated July 1, 1975, and amended by Board Resolutions of June 25, 1982, and June 30, 1988, shall be continued by the University for all current plan members. AU agrees to continue to make any necessary Pension Contribution shortfall payments.

Pension contributions for all faculty members in the defined benefits plan stand at 8% for the duration of this agreement.

Further, the University agrees to arrange for an actuarial review of the Pension Plan no later than one year before the expiration of this Collective Agreement.

35:15 Pension Plan: Defined Contributions

All full-time faculty who are not members of the defined benefits pension plan shall be eligible to join the Algoma University Faculty Group RRSP plan if they so desire. Details of the Faculty Group RRSP plan are available through the Director of Human Resources.

The University will match faculty contributions to the Faculty Group RRSP plan of 4%, 6% or 8% of salary (at the choice of the member) for the duration of this agreement.

35:16 Group Insurance Plan

Algoma University agrees to pay during the term of this agreement one hundred percent of the monthly premiums of the group insurance plan, except for Life Insurance premiums, for all full-time teaching staff. The benefits under this plan are set out in the book Group Insurance Plan – Algoma University. The University's regular group insurance coverage for LTD, life insurance and benefits will cease when a member reaches the age of 65.

If a member continues active teaching after the age of 65, the university will continue to provide extended health care and dental benefits with 100% of the premium being paid by the university. The member-paid life insurance and AD & D will be available at the same rate but will be reduced by 50% at the age of 65 and will terminate at the age of 70. Additional coverage will be the responsibility of the member.

The Long Term Disability provision will not be available to members following the age of 65.

35:17 Tuition at Preferred Rates

- (a) Academic staff members, whether tenured or non-tenured, are eligible for a tuition waiver at 100% of the existing rate, for credit courses offered by Algoma University. Such preferential rates shall also be applicable to their dependents and spouses. Dependents are defined as natural and/or adopted children up to the age of 25. Eligibility ceases at the end of the academic semester in which the dependent attains the age of 26. The tuition waiver is applicable during the academic year in which the member is employed.
- (b) The Board reserves the right to refuse to register an academic staff member in a credit course if a fee paying student would be denied registration as a result of the said registration.
- (c) Academic staff members receiving benefits under the Long-Term Disability Plan, their spouses and dependents, the spouses and dependents of members who die in service, and members who retire from Algoma University and their spouses and dependents shall also continue to enjoy the preferred tuition rates as described in 35:17(a).

35:18 George Leach Membership Fees

Membership fees for the George Leach Centre will be 50% of the community single or community family membership fees and may be deducted by payroll deductions for members who wish to use the centre.

35:19 Stipends

- (a) Due to additional duties and responsibilities of the following positions, an additional stipend will be provided.

- (b) Where the department has at least three full-time members, the Departmental Chairs will receive a stipend of one-half (1/2) the base salary for 3-credits as outlined in the Collective Agreement for Part-Time Contract Academic Staff per 12-month term. If the department has at least five full-time members, the full stipend will be awarded.
- (c) Divisional Chairs will receive a stipend of the base salary for 6-credits as outlined in the Collective Agreement for Part-Time Contract Academic Staff per 12-month term.
- (d) The Union will receive a stipend of the base salary for 6-credits as outlined in the Collective Agreement for Part-Time Contract Academic Staff per 12-month term. Stipends will be pro-rated for shorter terms.
- (e) In accepting an assignment as outlined above, a faculty member may elect for one of two possible methods of recompense:
 - Elect to be paid the stipend in one lump sum at the end of the 12-month term; or
 - Elect to bank credits for teaching relief at a future date. Prior approval must be arranged with the Divisional Chair and the Academic Dean. The maximum number of banked credits may not exceed 9 credits at any time and provisions of Article 16 apply.
- (f) Decanal Stipend

The Dean will receive a stipend of \$25,000 per year for each year of this agreement.
- (g) Academic Directors/Leads

All Academic Directors report to the Department and/or the Dean.

 - Director of Social Work – 6 credit course reduction
 - Director of NORDIK – 6 credit course reduction

35:20 Algoma U Research Fund

The University agrees to set aside a minimum of \$12,000 each year of this Agreement to create the Algoma U Research Fund (see Article 20:03).

ARTICLE 36: DURATION AND CONTINUANCE OF AGREEMENT

- 36:01 The Collective Agreement shall be binding and remains in effect from the 1st day of July, 2016 until and including the 30th day of June, 2020. Subsequent to June 30, 2020, this Agreement shall automatically continue in effect for periods of one year unless either party notifies the other in writing within the period of one hundred and twenty (120) days prior to any expiry date that it desires to amend or terminate this Agreement.
- 36:02 In the event of notice being given requesting negotiations to amend the Agreement as per clause 36:01, the negotiations shall commence within twenty-one (21) days following receipt of such notification, and thereafter the parties shall negotiate in good faith.
- 36:03 Notwithstanding clause 36:01, Article 34 may be opened by either party for revision by giving written notice of such intention within the period of ninety (90) days prior to the end of this agreement.
- 36:04 Within fifteen (15) days of receipt of the notice specified in clause 36:03, the parties shall meet to commence negotiations and thereafter the parties shall negotiate in good faith.

ARTICLE 37: PARTIES TO THE AGREEMENT

This Agreement made this 12 day of November 2018.

By and Between:

Algoma University, through the Board of Governors, Hereinafter called "The Board"

- and -

Ontario Public Service Employees Union on behalf of its Local 685,
Hereinafter called "The Union"

This amended Collective Agreement signed at Sault Ste. Marie, Ontario, from this new date and retroactive to July 1, 2016, for a period of four years ending June 30, 2020.

For the Employer:

For the Union:

[Signature]
Dana M. [Signature]
B. Grisdale-Büseri

[Signature]
[Signature]
A. [Signature] A Ruszczyk
[Signature]
[Signature]

APPENDIX A

STUDENT FEEDBACK OF TEACHING (ALGOMA UNIVERSITY)

The Student Feedback of Teaching (SFT) is an important component of teaching quality evaluation. The survey tool has been formatted to assist the university in improving student learning and faculty teaching. The survey focuses on improving student engagement and teaching and learning outcomes. Emphasis has been placed on faculty members' effectiveness at creating an environment for learning.

Please consider each of the statements below and provide your feedback of teaching based on your experiences in this course. Once the survey has been completed and after the final marks have been submitted, your instructor will be provided with a summary of the results.

1 – strongly disagree

2 – disagree

3 – neutral

4 – agree

5 – strongly agree

6 – not applicable

1. A comprehensive course outline was provided (for example, the outline included: office hours, course topics evaluation methods, university policies, etc.) during the first two weeks of the term.
2. Learning objectives and course outcomes were clearly presented.
3. The course content matched what was presented on the course outline.
4. The course materials were useful in promoting learning of the course concepts.
5. The instructor encouraged student participation and feedback.
6. The instructor responded to student questions and comments in a helpful manner.
7. The instructor was respectful to the cultural/human diversity, diverse worldviews, learning disability, and/or physical disability of the students.

8. The instructor clearly explained key concepts of the course.
9. When I asked for assistance, the instructor provided solutions.
10. The instructor appeared interested and enthusiastic about teaching the course.
11. I found the course appropriately challenging.
12. I have acquired new perspectives and analytical skills as a result of taking this course.
13. The knowledge from this class can be applied to a variety of situations.
14. Appropriate teaching techniques were used by the instructor to enhance my learning.
15. Graded materials were aligned with the learning outcomes for the course.
16. Feedback on graded materials was timely.
17. Overall, I was satisfied with the instructor.
18. Overall, I was satisfied with this course.

Comments:

19. What aspects of this course enhanced your learning?
20. What suggestions do you have for improving this course?
21. How would you rate the physical environment in which the class was delivered including the classroom facilities, your ability to see, hear, concentrate and participate?
22. Additional comments.

APPENDIX B: DEPARTMENTAL CHAIR CHECKLIST

Checklist

Departmental Chairs are responsible for providing academic leadership in their departments. Below are their core responsibilities.

Responsibility	Deadline	Date Completed
Regular meetings	(Min: 1 per semester)	
Submission of curriculum or course proposals to CurrCom	As necessary	
Submission of annual course rosters to CurrCom	Spring Roster – October Fall/Winter – October	
Submission of three-year rolling roster to CurrCom	November	
Submission of departmental plan to AppCom	May 1	
Submission of rationale for future dept F/T faculty hires to Divisional Chairs	May 1	
Coordination of short-listing of F/T applicants – F/T hiring	As necessary	
Submission of annual teaching workload of F/T faculty members within department to the Dean's office	May 1	
Notification of F/T faculty overload teaching to the Dean's office	May 1	
Submission of courses to be posted for P/T hiring to the Dean's office	Fall – June 5 Winter – October 5 Spring – February 5	
Submission of P/T hiring recommendations to the Dean's office	Fall – July 15 Winter – November 15 Spring – March 15	
Liaise/assist P/T instructors on syllabi, text ordering, grade reporting, etc.	Semester-by-semester	
Coordination of peer evaluation for P/T members of department (or preliminary review, if requested)	October 15; February 15; March 15	
Active participation in the formal teaching review of P/T faculty interview	November; March; June/July	
Coordination of department website info (ensure currency and accuracy)	June 1	
Submission of department faculty reps for liaison events to Recruitment Office	January and ongoing	
Ensure department budget allocation within annual budgetary allowance	Quarterly	
Coordination of external program review	As necessary; usually every seven years	

LETTER OF UNDERSTANDING

RE: CRITERIA DOCUMENT

- The parties agree to establish a Committee to develop a Criteria Document to be used within all stages of the peer review process. The composition of the committee will include the following six (6) voting members: three (3) members of Union selected by the Union, the Academic Dean and two (2) members of the Administration selected by the Academic Dean. The committee will have two (2) co-chairs; the Dean and one of three (3) members of Union – designated by the Union.

The Committee will also include the following non-voting members:

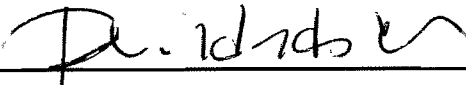
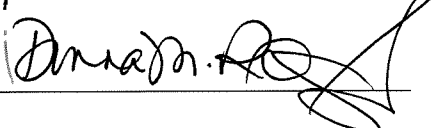
- One non-voting representative from each of the three Faculties, at least one of which will be a non-tenured faculty member.
- A non-voting employee of the Dean's office will also be appointed by the Dean as a Committee resource.

The nomination of members, by both parties, will continue until the committee is fully staffed.

At least four (4) voting members of the committee must vote in favour of the final recommendation to be included in the Committee's final report. The committee shall submit its final report in writing to both the Union and Algoma University Administration before October 31, 2018. **The resulting Criteria Document will be binding on both parties and will take effect July 1, 2019.**

Dated this 12th day of Nov 2018.

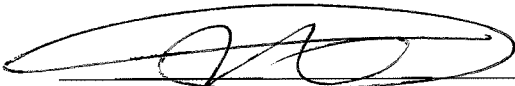
For the Employer:

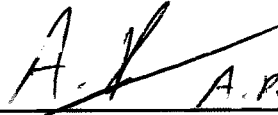



Burli Burli

Nov 12, 2018

For the Union:



 A. Purczak